

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-226

Agenda No. 10.A

Approved: APR 27 2011

TITLE:



RESOLUTION APPOINTING JUDITH MOSS AS A MEMBER OF THE JERSEY CITY CULTURAL ARTS COMMISSION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated April 14, 2011 that he has appointed **Judith Moss** of 146 Myrtle Avenue, Jersey City, New Jersey to serve as a regular member of the **Jersey City Cultural Arts Commission**, to replace Nyugen Smith, whose term has expired, for a period to commence immediately upon adoption of this resolution and expire on August 16, 2013.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **Judith Moss** as a member of the **Jersey City Cultural Arts Commission** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: *J. Healy*
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk



CITY OF JERSEY CITY

JERRAMIAH T. HEALY, MAYOR

April 14, 2011

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, N.J. 07302

Dear President and Members,

Kindly be advised that I have appointed **Judith Moss**, of 146 Myrtle Avenue, Jersey City, New Jersey, to serve as a member of the **Cultural Arts Commission**. Ms. Moss will replace Nyugen Smith, whose term has expired, for a term to commence upon the approval of a resolution and expire August 16, 2013.

I request your advice and consent on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Healy", written over a horizontal line.

Jerramiah T. Healy
Mayor

cc: William Matsikoudis, Corporation Counsel
John Kelly, Business Administrator
Robert Byrne, City Clerk
Maryann Kelleher-Arango, Director, Cultural Affairs
Rosemary McFadden, Chief of Staff, Mayor's Office
Kevin Lyons, Mayor's Office
Omar Perez, Mayor's Office
Judith Moss

OFFICE OF THE MAYOR

Judith Moss

	PRODUCTION	ROLE	THEATRE
Acting Experience	A RAISIN IN THE SUN	Mama	Attic Ensemble
	GODSPELL	John the Baptist	Attic Ensemble
	HOUSE OF BLUE LEAVES	Nun	Attic Ensemble
	WORKING	Cleaning Woman	M. Williams Theatre
	INTO THE WOODS	The Witch	Attic Ensemble
	NUNSENSE	Sister Hubert	Park Players
	LITTLE SHOP OF HORRORS	Audrey II	Attic Ensemble
	JAKE'S WOMEN	Edith	Attic Ensemble
	COMPANY	Joanne	Attic Ensemble
	MRS LINCOLN	Lizzie Keckley	Attic Ensemble
	THE CURIOUS SAVAGE	Mrs. Paddy	Attic Ensemble
	JAR THE FLOOR	Lola	Attic Ensemble
	THE OLD SETTLER	Quilly	Attic Ensemble
	SMOKEY JOE'S CAFÉ		DeBaun Auditorium
	FUDDY MEERS	Gertie	Attic Ensemble
	PIPPIN	Bertha	DeBaun Auditorium
	RAGTIME	Negro Ensemble	DeBaun Auditorium
	NIGHT OF JANUARY 16 TH	Defense Attorney	Attic Ensemble
	INTIMATE APPAREL	Mrs. Dickson	Attic Ensemble
	NUNSENSE	Sister Hubert	Attic Ensemble
Directing Experience	THEY'RE PLAYING OUR SONG		Attic Ensemble
	BABY (Musical Director)		Attic Ensemble
	SWEET CHARITY (Musical Director)		Attic Ensemble
	FENCES		Attic Ensemble
	IS THERE LIFE AFTER HIGH SCHOOL		Attic Ensemble
	16 ROUNDS		DeBaun Auditorium

Judith Moss, cont.

A CHRISTMAS CAROL

DeBaun Auditorium

**Cabaret
Experience**

Elysian Café -Hoboken
Black Girl on Broadway
Ho! For the Holidays
Bar Majestic-Jersey City

**Technical
Experience**

RESIDENT SOUND DESIGNER

Attic Ensemble

AACT Award- Best Sound Design-A STREETCAR NAMED DESIRE

AACT Nominations: Best Supporting Actress-Sr. Hubert-NUNSENSE

Best Ensemble Performer—Audrey II-LITTLE SHOP

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-227

Agenda No. 10.B

Approved: APR 27 2011

TITLE:



Resolution celebrating The 44th Anniversary of the Founding of UNIVERSAL FULL GOSPEL CHURCH OF GOD

Council as a whole, offered and moved adoption of the following resolution:

WHEREAS, Bishop Scotland Bailey was born to the late Milton and Edith Bailey in Charles Town, West Virginia. During the late 1950s, Bishop Scotland Bailey accepted Christ as his personal savior. He later became a member of the Deliverance Evangelistic Center in Newark, N.J. under the leadership of the late Apostle Arturo Skinner. It was there that Scotland was ordained to the ministry of Christ in 1963; and

WHEREAS, Bishop Scotland Bailey met and married the late Missionary Gwendolyn Bailey and they had two children, Reuben, Sr., and the late Missionary Elaine Russell; and

WHEREAS, Bishop Scotland Bailey founded his church, originally named Jersey City Deliverance Center, in 1967 after serving faithfully under Apostle Skinner. God's favor showed early on Bishop Bailey's ministry and the church grew and flourished; and

WHEREAS, in 1973, Bishop Bailey moved the church to its current location of 177 Dr. Martin Luther King, Jr. Drive and the name was changed to Full Gospel Church of Faith. During that same year, the favor of God continued to shine on Scotland Bailey as he met and married Chosen Lady Evangelist Bertha Bell Bailey; and

WHEREAS, in 1980, Bishop Bailey met Bishop Landon Penn and linked the church with the Universal Temple Churches of God Worldwide, headquartered in Brooklyn, N.Y. He then adapted the name Universal Full Gospel Church of God for his congregation. In the mid 80's Bishop Bailey purchased 179 MLK Drive as an annex to the church. This property serves as executive offices and classrooms. As a part of the Universal Temple Churches Worldwide, Bishop Bailey was elevated first to the office of presiding Elder of the Board of Elders. In 2000, he was elevated to the office of Bishop; and

WHEREAS, throughout the years Bishop Scotland Bailey has received numerous awards and citations from Jersey City mayors Joseph Rakowski, Bret Schundler, the Late Glenn D. Cunningham and Jerramiah Healy. He was also recognized by Governor Jon Corzine; and

WHEREAS, on Saturday, April 16, 2011, Universal Full Gospel Church of God will celebrate its 44th anniversary at the Casino in the Park in Jersey City. Senator Sandra Bolden-Cunningham will be the guest speaker.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby celebrate the 44th anniversary of the founding of Universal Full Gospel Church of God. We offer congratulations and best wishes to Bishop Scotland Bailey, his Chosen First Lady and the congregation.

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

Certification Required

Not Required

APPROVED 9-0
4/27/11

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-228
 Agenda No. 10.C
 Approved: APR 27 2011



**TITLE: RESOLUTION OF THE CITY OF JERSEY CITY
 PROCLAIMING MAY 10, 2011 AS THE WORLD LUPUS DAY**

COUNCIL offered the moved adoption of the following Resolution:

WHEREAS, lupus is an autoimmune disease that can cause severe damage to the tissue and organs in the body and, in some cases, death; and

WHEREAS, more than five million people worldwide suffer the devastating effects of this disease; and

WHEREAS, each year over a hundred thousand young women, men and children are newly diagnosed with lupus, the great majority of whom are women of childbearing age; and

WHEREAS, medical research efforts into lupus and the discovery of safer, more effective treatments for lupus patients are under-funded in comparison with diseases of comparable magnitude and severity; and

WHEREAS, many physicians worldwide are unaware of symptoms and health effects of lupus, causing people with lupus to suffer for many years before they obtain a correct diagnosis and medical treatment; and

WHEREAS, there is a deep, unmet need worldwide to educate and support individuals and families affected by lupus; and

WHEREAS, there is an urgent need to increase awareness in communities worldwide of the debilitating impact of lupus.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

The City of Jersey City hereby proclaims May 10, 2011 as World Lupus Day to support lupus organizations around the globe and call for increases in public and private sector funding for medical research on lupus, target education programs for health professionals, patients and the public, and obtain worldwide recognition of lupus as a significant public health issue.

4/14/11

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *J. Lally*
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

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RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
 Peter M. Brennan, President of Council

Robert Byrne
 Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-229

Agenda No. 10.D

Approved: APR 27 2011

TITLE:



Resolution Honoring Chief Robert H. Belfiore

OF THE PORT AUTHORITY POLICE DEPARTMENT ON THE OCCASION OF HIS RETIREMENT

COUNCIL AS A WHOLE, offered and moved adoption of the following resolution:

WHEREAS, Robert H. Belfiore joined the Port Authority Police Department in 1980. A graduate with a Bachelor of Science Degree in Business Administration from St. Peter's College, Robert also has a Master's Degree in Education Supervision from Seton Hall University; and

WHEREAS, Robert H. Belfiore has been awarded numerous awards and citations during his years as a Police Officer, Sergeant and Lieutenant. As a Captain he was Commanding Officer of two of the Port Authority's busiest commands, the George Washington Bridge and Newark Liberty International Airport; and

WHEREAS, Robert H. Belfiore has long been a dedicated supporter of the Special Olympics. In 1984, Chief Belfiore helped to found the New Jersey Law Enforcement Torch Run and Deputy Director of the New Jersey Chapter. Chief Belfiore later became Director of the Chapter and has held that position for the last nineteen years; and

WHEREAS, Chief Belfiore, a highly decorated 30 year Port Authority Police Officer, has served as Deputy Chief since November 2002. During his career, he held virtually every major position of responsibility within the ranks of the Department. As the highest ranking officer, Chief Belfiore has overall command and responsibility for the patrol and investigation functions of the Department with over 1,700 officers reporting to him; and

WHEREAS, Chief Belfiore has announced his intention to retire to spend more time with his children Stacey, Brian and Jillian and his five year old grandson, R.J.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City does hereby honor, **Chief Robert H. Belfiore** on the occasion of his retirement from the Port Authority Police Department and wish him and his family a long and happy retirement.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____ *Aurelio Vincitore*
Asst Corporation Counsel - Aurelio Vincitore

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

_____ *Peter M. Brennan*
Peter M. Brennan, President of Council

_____ *Robert Byrne*
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-230
 Agenda No. 10.E
 Approved: APR 27 2011



TITLE:

Resolution Honoring Sam Cintron ON THE OCCASION OF HIS CD RELEASE PARTY AND SOLO ART EXHIBITION

Council as a whole, offered and moved adoption of the following resolution:

WHEREAS, Sam Cintron began writing songs as a child and has written more than 150 songs to date in English and Spanish. Under the Vida label, Sam wrote several hits such as "Alguien Me Toca" and "Somos Hermanos," both well-known songs in the Spanish Gospel circuit. Sam has shared the stage with many great artists including Martha Munizzi, Paul Baloche, Rita Springer and Marcos Vidal; and

WHEREAS, Sam Cintron's first album, *Songs from the Secret Place*, released in 2003 by Hope Center Arts, was a collection of love songs and lamentations reflecting a year-long introspective journey; and

WHEREAS, Sam Cintron's new project also from Hope Center Arts, is a soul cry filled with passionate and haunting lyrics from his Christian experience. On April 14, 2011, Hope Center Arts, located in the Jersey City Heights, will host a CD release party and solo art exhibition at which time, Cintron's latest album: *Standing in Babylon* and a series of his paintings, sculptures, video installations and performance art pieces that are integrally linked to the music will be presented. Together, the fine art and music have been described as equal parts "disarming, whimsical, and poignant"; and

WHEREAS, Sam Cintron is the former owner of a Jersey City art gallery and has organized art shows in the United States and Brazil. Sam represented world-renowned artists Alberto Ulloa, Orlando Cuevas and Duda Penteadó; and

WHEREAS, Sam Cintron is a co-founder of Hope Center Arts. He currently serves as Pastor of Worship Arts at Hope Center Tabernacle, serving under senior pastors Mario and Leigh Gonzalez; and

WHEREAS, Sam Cintron resides in Jersey City with his wife and three children.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Sam Cintron on the occasion of his cd release party and solo art exhibition. We wish him continued success in the future.

G:\WPDOCS\TOLONDA\RESOS\HONORING\Sam Cintron.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-231
 Agenda No. 10-F
 Approved: APR 27 2011



TITLE:

RESOLUTION EULOGIZING REVEREND FREDERICK J. BRYANT, JR. Pastor of Trinity Lutheran Church

COUNCIL AS A WHOLE, offered and moved adoption of the following resolution:

WHEREAS, Frederick J. Bryant was born and raised in Philadelphia, PA where he attended public school. Upon high school graduation, Frederick entered the United States Navy, served three years active duty and three years active reserve. He was educated at Lincoln University in Pennsylvania and Temple University also in PA, for graduate studies. On the advice of his pastor, Rev. P. Richard Grove, he entered the Lutheran Theological Seminary in Philadelphia and graduated in May 1991; and

WHEREAS, Reverend Frederick J. Bryant served five congregations: Evangelical Lutheran Church of the Mediator and Grace Lutheran Church in Philadelphia; Bethany Lutheran Church, the English Evangelical Lutheran Church of the Redeemer and Trinity Lutheran Church in Jersey City; and

WHEREAS, Reverend Frederick J. Bryant served the wider Evangelical Lutheran Church in America through ministries in the New Jersey Council of Churches for the past ten years. Pastor Bryant diligently served as President for the past four years and also served as a Mentor at the Upsala Program at Wagner College in Staten Island, New York for the past 10 years; and

WHEREAS, Reverend Frederick J. Bryant diligently served his church and community. He initiated a Healing Service, a Watch Night (New Year's Eve) Service and a Jazz Vespers Service, all of which were open to the community. Pastor Bryant taught bible study courses and for 15 years led Trinity's Men's Prayer Breakfast group; and

WHEREAS, Reverend Frederick J. Bryant celebrated his 15th pastoral anniversary on January 15, 2009. The highlight of Pastor Bryant's service to God was his work inside and outside of Trinity Lutheran Church where he was always grateful to God for his congregation's call for his service and guidance; and

WHEREAS, Reverend Frederick J. Bryant was called from this life on April 15, 2011. He is survived by his loving wife, Dorothee Holmstrup Bryant, and proud daughter, Eleanor.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby eulogize Reverend Frederick J. Bryant, a dedicated spiritual leader of Trinity Lutheran Church and Jersey City and extends its sincere condolences to his family, congregation and wishes him eternal rest.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



 Peter M. Brennan, President of Council



 Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-232
 Agenda No. 10.G
 Approved: APR 27 2011
 TITLE:



RESOLUTION PROCLAIMING APRIL AS SEXUAL ASSAULT AWARENESS MONTH

COUNCIL AS A WHOLE, offered and moved adoption of the following resolution:

WHEREAS, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence remains as an intolerable violent crime with public health implications for every community; and

WHEREAS, rape, sexual assault, and sexual harassment impacts our community as seen by statistics indicating that 1 in 5 women will have experienced sexual assault by the time they complete college (Fisher, Cullen & Turner, 2000); and

WHEREAS, nationally, 1 in 6 women and 1 in 33 men will experience sexual violence as adults, and one in four girls and one in six boys will experience sexual abuse as children. The public must be educated about what can be done to prevent sexual assault and how to support survivors; and

WHEREAS, in the year 2010, the Hudson County Rape Crisis Center answered 523 crisis Hotline calls, provided emotional support for 85 individuals during forensic medical exams, and/or law enforcement interviews and provided more than 485 counseling sessions to survivors and their loved ones; 80 individuals served indicated that their sexual violence experience happened during 2010; and

WHEREAS, every person should speak out when witnessing acts of violence however small; and

WHEREAS, with public leadership, dedication, and encouragement, there is compelling evidence that sexual violence can be reduced through prevention, education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

WHEREAS, the City of Jersey City joins the dedicated efforts of the Hudson County Sexual Violence Prevention Coalition, national, state, and local partners, and of every citizen to actively engage in public and private efforts, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with services, and how every segment of our society can work together to better address sexual violence.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby proclaim April as "Sexual Assault Awareness Month" and encourages the public to reach out to victims, learn more about this crime and speak out against it.

APPROVED: _____

APPROVED: _____

Ab Meun
 Business Administrator

APPROVED AS TO LEGAL FORM

Aurelio Vincitore
 Assistant Corporation Counsel - Aurelio Vincitore

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
 Peter M. Brennan, President of Council

Robert Byrne
 Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-233

Agenda No. 10.H

Approved: _____

TITLE:

WITHDRAWN



RESOLUTION AUTHORIZING A SETTLEMENT OF THE MATTER ENTITLED JENNIFER BLOOM vs. JERSEY CITY MUNICIPAL UTILITIES AUTHORITY, THE CITY OF JERSEY CITY, ET AL, CIVIL ACTION NO. 06-3526(WJM)

COUNCIL As a Whole, Offered and Moved Adoption of the Following Resolution:

WHEREAS, Jennifer Bloom [Plaintiff] filed a Complaint alleging a violation of certain statutory and constitutional rights by the Jersey City Municipal Utilities Authority, the City of Jersey City, et als, Civil Action No.: 06-3526(WJM); and

WHEREAS, the Complaint against the City was stayed while the Jersey City Municipal Utilities Authority [JCMUA] arbitrated the matter pursuant to its employment contract with Ms. Bloom; and

WHEREAS, the JCMUA through its insurance carrier settled the claims against it at the conclusion of the arbitration for the sum of Two Hundred Fifty Thousand Dollars (\$250,000); and

WHEREAS, thereupon, the claims against the City of Jersey City [City] were scheduled to proceed; and

WHEREAS, as a result of extensive negotiations between the parties, Ms. Bloom agreed to settle the claims against the City for the sum of One Hundred Thirty-Seven Thousand Five Hundred Dollars (\$137,500); and

WHEREAS, the JCMUA has agreed to pay Fifty Thousand (\$50,000) towards settling the City claims; and

WHEREAS, it was agreed that Eighty Seven Thousand Five Hundred Dollars (\$87,500) would be paid by the City for damages, including attorney's fees, relating to all claims against the City; and

WHEREAS, the settlement is subject to confirmation that there are funds available with the Insurance Fund Commission to pay for the within resolution.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Settlement of all claims of Jennifer Bloom against the City of Jersey City, et al, arising from the matter entitled Jennifer Bloom vs. Jersey City Municipal Utilities Authority, the City of Jersey City, et als, Docket No.: 06-3526(WJM), is hereby approved for the sum of \$87,500 (Eighty Seven Thousand Five Hundred Dollars) by the City of Jersey City.

WITHDRAWN

TITLE: RESOLUTION AUTHORIZING A SETTLEMENT OF THE MATTER ENTITLED JENNIFER BLOOM vs. JERSEY CITY MUNICIPAL UTILITIES AUTHORITY, THE CITY OF JERSEY CITY, ET AL, CIVIL ACTION NO. 06-3526(WJM)

2. The Mayor, the Corporation Counsel or the Business Administrator are authorized to execute the Settlement Agreement and Release and any other documents appropriate or necessary to effectuate the settlement.

3. The Settlement Agreement and Release shall be in substantially the form attached, subject to such modification as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor and the Business Administrator.

JM/he
4/18/11

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/27/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				VELAZQUEZ			
DONNELLY				FULOP				AHMAD			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-234

Agenda No. 10.1

Approved: APR 27 2011



TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH JERSEY CITY LANDMARKS CONSERVANCY, FOR THE RESTORATION OF THE PETER STUYVESANT STATUE

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City [City] City is the owner of certain personal property known as the Peter Stuyvesant Statue, a 9 feet high, bronze cast, on a connected bronze plinth [Property], which is to be delivered to Beacon Commerce Urban Renewal Company, LLC, located at 32 Beacon Place, Block 1899, Lot 30, City of Jersey City, New Jersey [Property]; and

WHEREAS, Jersey City Landmarks Conservancy, is a non profit organization formed to preserve, protect and promote the architectural, cultural and environmental heritage of Jersey City, [Entity]; and

WHEREAS, the Peter Stuyvesant Statue, critical to the preservation of Jersey City's heritage, is in need of restoration; and

WHEREAS, the Entity desires to restore the Property at no cost to the City, as a gift ; and

WHEREAS, in order to restore the Property, the Licensee requires the permission of the City; and

WHEREAS, the Entity has agreed to indemnify and insure the City against any damages arising from its work; and

WHEREAS, the City agrees to permit Licensee or its duly designated agents, servants, employees, contractors or invitees, to use the City Property for the purposes set forth above of and for no other purpose whatsoever.

WHEREAS, the License shall commence on the date of the approval of the within resolution and shall expire no later than twelve (12) months thereafter; and

WHEREAS, pursuant to N.J.S.A. 40A:5-29, the City of Jersey City is authorized to accept the donation of goods and services as a gift.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. Jersey City Landmarks Conservancy, is hereby authorized access to the Peter Stuyvesant Statue to be located at 32 Beacon Place, for the above stated public purposes for a period not to exceed one (1) year as a gift to the City, commencing on the approval date of this resolution and expiring twelve (12) months thereafter; and
2. Subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement substantially in the form attached hereto.

JM/hc
APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

LICENSE AGREEMENT

This AGREEMENT is made this ____ day of _____, 2011, between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, [City or Licensor] and JERSEY CITY LANDMARKS CONSERVANCY, with offices at P.O. Box 68, Jersey City, NJ 07303-0068, [Licensee.]

WITNESSETH that:

1. The City is the owner of certain personal property known as the Peter Stuyvesant Statue, a 9 feet high, bronze cast, on a connected bronze plinth [Property], which is to be delivered to Beacon Commerce Urban Renewal Company, LLC, located at 32 Beacon Place, Block 1899, Lot 30, City of Jersey City, New Jersey.

2. Licensee desires to restore the Property as a gift to the City, in accordance with the scope of services attached hereto as Exhibit A.

3. This License shall commence on the above date and shall expire no later than twelve (12) months thereafter or _____20___. In order to restore the Property, the Licensee requires the permission of the City.

4. The City agrees to permit Licensee or its duly designated agents, servants, employees, contractors or invitees, to use the City Property for the purposes set forth above of and for no other purpose whatsoever.

5. No permanent improvements to the Property shall be permitted unless the drawings or plans have been approved in writing by the City's Director of Cultural Affairs, at least five (5) days before work is to commence.

6. Licensee shall pay the City no consideration for this License, having agreed to donate all services and materials to the City as a gift for the public.

7. Licensee shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever including but not limited to any environmental damage or claims

caused or exacerbated by the use of the Property, arising by reason of this Agreement or the use of the Property by Licensee or any of its agents, servants, employees, contractors or invitees, in, on or about the Property during the term of this agreement, whether the use of the Property is within or outside the scope of the above permitted use. Licensee's obligations hereunder shall survive any termination of this Agreement.

8. Licensee agrees to carry Property Damage and Comprehensive General Liability Insurance for an amount not less than \$1,000,000 or such other type and amount as is deemed necessary or appropriate by the City's Risk Manager. Licensee shall furnish to the City a Certificate of Insurance for the benefit of Licensee, naming the City, its employees or agents as additional named insured and covering the Property herein described. Delivery of Certificates of Insurance evidencing policies of insurance and proof of payment of premium shall be delivered to the City prior to exercising any rights under this Agreement but in no event later than five (5) days prior to the commencement of any activities conducted pursuant to this Agreement.

9. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with Licensee's use of the Property, shall be reported immediately to the City of Jersey City, Division of Risk Management, the Office of Real Estate and the City Engineer, as authorized representatives of the City together with all information required by the City on prescribed forms to be provided by the City.

10. Licensee shall accept sole responsibility for any or all security, if necessary, for its personnel, equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invitees needed for restoration of the property, at no cost to the City of Jersey City.

11. Any improvements to the Property by Licensee in connection with its use of the City Property shall be deemed to be the property of the City.

12. Licensee shall provide in writing to the City the names of two (2) authorized representatives of Licensee who shall be responsible for adherence to the terms and

conditions of the License before, during and after the effective date of this License. No other persons are to speak or act for Licensee.

14. All Notices and payments between the parties hereto shall be addressed and delivered to the following:

City: City of Jersey City
Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302

with a copy to the City's Director of Cultural Affairs

Licensee: Jersey City Landmarks Conservancy
P.O. Box 68
Jersey City, NJ 07303-0068

15. The City reserves unto itself for any and all purposes, all rights of entry and possession, including but not limited to the inspection, repair and maintenance of any City utilities and for any public purpose.

16. Licensee shall at its own cost and expense restore the area to the same condition it was in prior to the commencement date of this license to the reasonable satisfaction of the City Engineer. To secure the performance thereof, the Licensee is required to deposit with the City the sum of \$2,400 no later than the date this agreement is executed.

17. The parties intend only to create a temporary license and not to convey a lease, easement or any other interest or estate in or running with the land. It is specifically agreed and understood that Licensee will not acquire any prescriptive interest or rights whatsoever to the City Property under this License.

18. Licensee shall not assign this Agreement, or any part thereof, or occupy the Property for any other reason or reasons then herein stipulated in this Agreement, under penalty of damages and forfeiture.

19. The City reserves the right to terminate the agreement at will upon ten (10) days prior written notice to Licensee.

20. All of the above terms and conditions shall be binding on Licensee, the City and all other parties for which the Property is herein licensed. The City reserves the right to terminate the License at any time during the term hereof for good cause, including but not limited to any violation of any applicable land use or construction code regulations, or to advance or effectuate any public purpose or policy, upon thirty (30) days prior written notice to Licensee.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date above written.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

John Kelly
Business Administrator

WITNESS:

J.C. Landmarks Conservancy

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-235

Agenda No. 10.J

Approved: APR 27 2011



TITLE:
RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT OF INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE

COUNCIL AS A WHOLE, offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City, through the Department of Health and Human Services conducts a Jersey City Pet Owner's Day at Lincoln Park track field area near Duncan Avenue and Route 440, Jersey City, New Jersey; and

WHEREAS, the agreement with the County of Hudson will specify the City's responsibilities in reference to the Lincoln Park track field area including the indemnification and hold harmless clause in which the County of Hudson cannot be held liable for injuries received by participants at this event or property damage to the facility itself.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute the agreement hereto indemnifying the County of Hudson for the use of the Lincoln Park track field area near Duncan Avenue and Route 440, Jersey City, New Jersey by the Department of Health and Human Services for the Jersey City Pet Owner's Day on May 22, 2011.

BE IT FURTHER RESOLVED, that the Risk Manager is authorized to issue a letter of insurance to the County of Hudson in reference to the use of the Lincoln Park track field area near Duncan Avenue and Route 440, Jersey City, New Jersey for the Jersey City Pet Owner's Day on May 22, 2011.

BE IT FURTHER RESOLVED, that the Mayor or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of the Resolution.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]* _____
 Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-236

Agenda No. 10.K

Approved: APR 27 2011



TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO TWIN VALLEY FOOTBALL CONFERENCE

COUNCIL AS A WHOLE, offered and moved to be a sponsor of the Recreational Activities and Programs; and

WHEREAS, the City of Jersey City ("City"), through the Department of Recreation, sponsors programs and or coordinates Special Events; and

WHEREAS, in sponsoring and or coordinating such events or programs, the Department of Recreation, requires the use of facilities or property not owned by the City; and

WHEREAS, the Department of Recreation will sponsor Recreational Activities and Programs, June 1, 2011 through December 31, 2011 and

WHEREAS, the Department of Recreation has scheduled Recreational Activities and Programs and also the Football Program from June 1, 2011; and

WHEREAS, in sponsoring the Recreational Activities and Programs for 2011, the Department of Recreation requires the use of various locations for football games in the **Twin Valley Football Conference**; and

WHEREAS, the agreement will specify the City's responsibilities to **Twin Valley Football Conference c/o Joe Gaccione, President – 113 Orono Street, Clifton, New Jersey 07013** for the facilities including indemnification and hold harmless clause in which the Twin Valley Football Conference cannot be liable for injuries received by participation in this particular program or property damage to the facility itself; and

WHEREAS, it is in the best interest of the City Council to enter into this agreement

NOW, THEREFORE BE IT RESOLVED that the Risk Manager is authorized to issue a letter of insurance to the **Twin Valley Football Conference c/o Joe Gaccione, President – 113 Orono Street, Clifton, New Jersey 07013**.

BE, IT FURTHER RESOLVED, that the Mayor and or Business Administrator is authorized to execute such other document that may be necessary to effectuate the purpose of this Resolution.

APPROVED: *[Signature]*
 APPROVED: *[Signature]*
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

This summary sheet is to be attached to the rear of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

I. Full Title of Ordinance/Resolution/Cooperation Agreement:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO TWIN VALLEY FOOTBALL CONFERENCE

II. Name and Title of Person Initiating Ordinance/Resolution:

JOSPEH MACCHI, DIRECTOR OF RECREATION

III. Description of the proposed program, project or plan:

LETTER OF INDEMNIFICATION

IV. Reasons (Need) for the Proposed Program, Project, etc.:

TO PROVIDE INSURANCE COVERAGE FOR NON CITY OWNED PROPERTY WHERE SPORTS AND RECREATIONAL ACTIVITIES MAY OCCUR

V. Anticipated Benefits to the Community:

INSURANCE COVERAGE

VI. Cost of Proposed Program Project, etc.

(Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):

NO COST TO CITY

VII. Date Proposed Program or Project will Commence:

JUNE 1, 2011

VIII. Anticipated Completion Date:

DECEMBER 31, 2011

**IX. Person Responsible for Coordinating Proposed Program/Project:
JOSEPH MACCHI - DIRECTOR**

 4-18-11
RECREATION DIRECTOR Date

INDEMNIFICATION AGREEMENT

The City of Jersey City ("City") agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the Twin Valley Football Conference, c/o Joe Gaccione President, 113 Orono Street, Clifton, New Jersey 07013 its officer, directors, employees an or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the Twin Valley Football Conference c/o Joe Gaccione President, 113 Orono Street, Clifton, New Jersey 07013 from June 1, 2011 through December 31, 2011.

Agreed to this _____ day of _____, 2011.

John W. Kelly,
Business Administrator

Joe Gaccione, President
Twin Valley Football Conference

Attest:

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-237
 Agenda No. 10.L
 Approved: APR 27 2011
 TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO STAR LITE INC., c/o ST. ANNE'S CHURCH AND JERSEY CITY LIBERTY CHEERLEADERS

COUNCIL AS A WHOLE, offered and moved to be a sponsor of the Recreational Activities and Programs; and

WHEREAS, the City of Jersey City ("City"), through the Department of Recreation, sponsors programs and or coordinates Special Events; and

WHEREAS, in sponsoring and or coordinating such events or programs, the Department of Recreation, requires the use of facilities or property not owned by the City; and

WHEREAS, the Department of Recreation will sponsor Recreational Activities and Programs, June 1, 2011 through December 31, 2011 and

WHEREAS, the Department of Recreation has scheduled Recreational Activities and Programs from June 1, 2011; and

WHEREAS, in sponsoring the Recreational Activities and Programs for 2011, the Department of Recreation requires the use of various locations for sport and recreational activities; and

WHEREAS, the agreement will specify the City's responsibilities to Star Lite Inc., c/o St. Anne's Church and Jersey City Liberty Cheerleaders 3543-3545 Kennedy Blvd., Jersey City, New Jersey 07307 for the facilities including indemnification and hold harmless clause in which the Jersey City Liberty Cheerleaders cannot be liable for injuries received by participation in this particular program or property damage to the facility itself; and

WHEREAS, it is in the best interest of the City Council to enter into this agreement

NOW, THEREFORE BE IT RESOLVED that the Risk Manager is authorized to issue a letter of insurance to the Jersey City Liberty Cheerleaders located at 3543-3545 Kennedy Blvd., Jersey City, New Jersey 07307.

BE, IT FURTHER RESOLVED, that the Mayor and or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM
 APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
[Signature] Peter M. Brennan, President of Council [Signature] Robert Byrne, City Clerk

INDEMNIFICATION AGREEMENT

The City of Jersey City ("City") agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the Star Lite Inc., c/o St. Anne's Church and, the Jersey City Liberty Cheerleaders located at 3543-3545 Kennedy Blvd., Jersey City, New Jersey 07307 its officer, directors, employees an or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license.

The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the Star Lite Inc., c/o St. Anne's Church 3543-3545 Kennedy Blvd., Jersey City, New Jersey and the Jersey City Liberty Cheerleaders from June 1, 2011 through December 31, 2011.

Agreed to this _____ day of _____, 2011.

John W. Kelly,
Business Administrator

Star Lite Inc., c/o St. Anne's Church

Attest:

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-238

Agenda No. 10.M

Approved: APR 27 2011

TITLE:



AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2009-1763 SOLD TO DIVOT CAPITAL LLC

**COUNCIL OFFERED, AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:**

WHEREAS, the City of Jersey City sold tax sale certificate # 2009-1763 on 170 Webster Avenue, Block 757 Lot 230 to Divot Capital LLC. ; and

WHEREAS, Divot Capital LLC the third party lien holder for the certificate # 2009-1763 lost the original certificate issued on October 8, 2009; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificate was redeemed on February 1, 2011; and

WHEREAS, the Tax Collector would like to issue duplicate tax sale certificates to Divot Capital LLC., under chapter 99 the P.L. of 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that Divot Capital LLC., be and hereby given a duplicate tax sale certificate.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/27/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

Affidavit to Request Duplicate Certificate

Certificate # 2009-1763

Block: 757

Lot: 230

Qual: _____

Date: 3/31/11

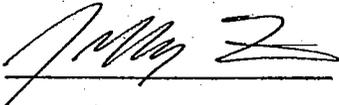
Property Location: 170 Webster Ave

City of: Jersey City

County of: Hudson

State of: NJ

I, Jeffrey Title of DIVOT CAPITAL, LLC, hereby certify that the original Certificate has been lost and not assigned to another party.

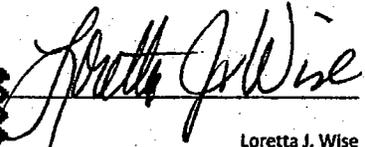


Jeffrey Title

DIVOT CAPITAL, LLC

Sworn and Subscribed

Acknowledged by Jeffrey Title, the authorized agent, this 31st day
of March, 2011 on behalf of DIVOT CAPITAL, LLC.



Loretta J. Wise
Notary, State of Florida

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-239

Agenda No. 10.N

Approved: APR 27 2011

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 295 PAVONIA AVENUE A/K/A BLOCK 357, LOT 2

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, on September 22, 2000, Helen Jaszczynski (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$6,000.00 made under the HORP Program; and

WHEREAS, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the HORP program allows a homeowner to pay off the mortgage prior to the expiration of the five (5) years; and

WHEREAS, the mortgage affects property known as 295 Pavonia Avenue, Jersey City, also known as Lot 2 in Block 357; and

WHEREAS, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of the Mortgage of Helen Jaszczynski dated September 22, 2000 in the sum of \$6,000.00 affecting 295 Pavonia Avenue, Jersey City, also known as Block 357, Lot 2.

IW/cw
4-18-11

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

0 2 0 1 1 0 6 6

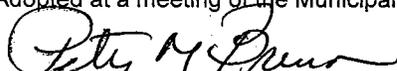
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

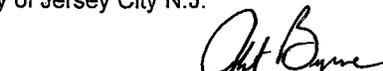
✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



 Peter M. Brennan, President of Council



 Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11- 240

Agenda No. 10.0

Approved: APR 27 2011

TITLE:



RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 1339 LOT 20 ALSO KNOWN AS 110 MARTIN LUTHER KING DRIVE.

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City (City) on October 7, 1982 sold the above property not needed for public use to Herbert and Aileen Brown, 169 Metlars Lane, Piscataway, N.J.; and

WHEREAS, the conditions of sale set forth that the purchaser renovate the property and obtain a Certificate of Occupancy; and

WHEREAS, on January 26, 1983, the Municipal Council of the City of Jersey City released a Deed to the owner of the property with the express condition that no purchaser without the express consent of the Municipal Council by resolution, be permitted to sell, convey or otherwise transfer the property before all the conditions of sale are fully completed; and

B.R.
4-20-11
WHEREAS, the Construction Official, Raymond Meyer has signed and issued a Certificate of Occupancy on Block 1339, Lot 20 also known as 110 Martin Luther King Drive indicating that the property was renovated in compliance with the condition of sale which was adopted by the Municipal Council on September 23, 1982; and

WHEREAS, in accordance with State Law in order for this Resolution to be recorded in the Hudson County Register's Office it must contain an acknowledgment.

NOW THEREFORE BE IT RESOLVED, by the Municipal Council that:

1. The City finds and declares that all the terms and conditions of sale contained in the Resolution adopted by the governing body of the City of Jersey City on September 23, 1982 have been complied with;
2. Block 1339 Lot 20 also known as 110 Martin Luther King Drive is hereby released from any and all restrictions;
3. That The Mayor is hereby authorized to execute this Resolution and a notary public notarize the acknowledgment contained herein in accordance with law so that same may be recorded in the Hudson County Register's Office.

In Witness Whereof, the party of the first part has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereto affixed that day and year first above written.

WITNESS

CITY OF JERSEY CITY

Robert Byrne, City Clerk

Jerramiah T. Healy, Mayor

0 2 0 1 1 0 6 7

City Clerk File No. Res. 11-240

Agenda No. 10.0 APR 27 2011

TITLE: **RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 1339 LOT 20 ALSO KNOWN AS 110 MARTIN LUTHER KING DRIVE.**

STATE OF NEW JERSEY)

SS:

COUNTY OF HUDSON)

BE IT REMEMBERED, that on this _____ day of _____ Two Thousand Eleven before me the subscriber, a Notary Public of the State of New Jersey personally appeared, Robert Byrne and made proof to my satisfaction that he is the City Clerk of Jersey City a municipal corporation of the State of New Jersey, that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, that the said seal was so affixed and the said instrument signed and delivered by Jerramiah T. Healy who was at the date thereof the Mayor of said municipal corporation, in the presence of this deponent, and said Mayor, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time subscribed his name to said instrument as a witness to the execution thereof.

Sworn and subscribed to
Before me this _____ day
of _____ 20 .

Notary Public

Robert Byrne, City Clerk

APPROVED: Ann Marie Miller APPROVED AS TO LEGAL FORM
Ann Marie Miller, Real Estate Manager

APPROVED: Jerry Healy _____
Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0
4/27/11

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/27/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk



CITY OF JERSEY CITY
30 MONTGOMERY STREET-SUITE 412
JERSEY CITY NJ 07302
201-547-5055

CERTIFICATE IDENTIFICATION

Date Issued: 12/12/2007
Control #: 48453
Permit #: 20060406

Block: 1339 Lot: 20 Qualification Code:
Work Site Location: 110 ML KING DRIVE

JERSEY CITY

Owner In Fee: BROWN, HERBERT & ALLINS

Address: 169 METLABST LANE

PISCATAWAY, N.J. NJ 08854

Telephone:

Agent/Contractor: BNI Builders

Address: 13 Meyers Ave

Englewood NJ 07361

Telephone: 347 539-6906

Lic. No./ Bldg. Reg.No.:

Federal Emp. No.: 16-1711008

Social Security No.:

CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order in vacate:

RAYMOND MEYER Construction Official

[Signature]
12/13/07

U.C.C.260 (rev. 5/03)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

Home Warranty No:
Type of Warranty Plan:
Use Group:

State Private
M/R-2

Maximum Live Load:
Construction Classification:
Maximum Occupancy Load:

Certificate Exp Date:
Description of Work/Use:

rehab 4 unit and store
top rehab 4 units and 1 commercial
total cost \$229,000

Update Desc. of Work/Use:
sprinklers and gas appliances

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint; hazards in scope of work
 Partial or limited time period (____ years); see file

CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed under maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Fee: \$0.00

Check No.: 209

Collected by:



CITY OF JERSEY CITY
30 MONTGOMERY STREET-SUITE 412
JERSEY CITY NJ 07302
201-547-5055

CERTIFICATE

IDENTIFICATION

Date Issued: 03/10/2009
Control #: 73767
Permit #: 20090147

Block: 1339 Lot: 20 Qualification Code:
Work Site Location: 110 M.L. KING DR
Jersey City

Owner In Fee: BROWN, HERBERT & ALLINE
Address: 169 METLARS LANE
PISCATAWAY NJ 08854

Telephone:

Agent/Contractor: SUPREME SECURITY

Address: 1655 UNION AVENUE
UNION NJ

Telephone: 908 810-8922

Lic. No./ Bldg. Reg. No.: 7544

Federal Exp. No.: 22-1829279

Social Security No.:

[X] CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

[] CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

[] TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

Home Warranty No:
Type of Warranty Plan:
Use Group:

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

Minor Renovations to Accommodate a Day Care
34 CHILDREN AGES 0-13 YEARS OLD

Update Desc. of Work/Use:

[] State [] Private
I-476

34

[] CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- [] Total removal of lead-based paint hazards in scope of work
- [] Partial or limited time period () years; see file

[] CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

[] CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until:

RAYMOND MEYER Construction Official

U.C.C. 260 (rev. 5/03)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

Fees: 90.00

Paid X [Check No.: 1165

Collected by: mr

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-241

Agenda No. 10.P

Approved: APR 27 2011



TITLE:

RESOLUTION AUTHORIZING AN ADDITIONAL EXTENSION OF TIME TO CLOSE THE CONTRACT OF SALE OF CITY-OWNED PROPERTY KNOWN AS BLOCK 961 LOT 1 A/K/A 319 TONNELE AVE.

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, on October 13, 2010, the Municipal Council of the City of Jersey City adopted a resolution authorizing the sale of certain public lands not needed for public use by public sale to the highest bidder in accordance with N.J.S.A. 40A:12-13; and

WHEREAS, such public sale was held in the Council Chambers, City Hall, 280 Grove Street, Jersey City, New Jersey on November 4, 2010; and

WHEREAS, Block 961 Lots 1 a/k/a 319 Tonnele Avenue, was conditionally sold to: 319 Tonnele Avenue, LLC (Purchaser); and

WHEREAS, the Municipal Council of the City of Jersey City adopted a Resolution confirming the sale on November 10, 2010; and

WHEREAS, the balance of the purchase price was due on January 10, 2011; and

*R.R.
4-27-11*

WHEREAS, attached is a letter dated December 29, 2010 from Frederick C. Biehl III, attorney for the Purchaser, indicating that there is a DEP lien on the property which must be removed in order to give the Purchaser clear title; and

WHEREAS, the Municipal Council approved a three month extension and it expired April 10, 2011; and.

WHEREAS, the attached letter dated April 14, 2011 from Fredrick C. Beihl III, attorney for the purchaser, indicates that the Purchaser is ready, willing and able to close on the property as soon as the lien is removed; and.

WHEREAS, an additional six month extension is needed to remove the DEP lien.

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that an additional extension until October 10, 2011 to close on the sale of Block 961 Lot 1, a.k/a 319 Tonnele Avenue is hereby approved.

APPROVED: *Ann Marie Miller*
Ann Marie Miller, Real Estate Manager

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

0 2 0 1 1 0 6 8

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

Law Offices

SORIANO, HENKEL, BIEHL & MATTHEWS

William J. Soriano
Frederick C. Biehl, III
Thomas W. Matthews
Peter DeSalvo, Jr.
James G. Gelenitis

A Professional Corporation

**75 Eisenhower Parkway
Roseland, New Jersey 07068-1693**

George B. Henkel, Retired

(973) 364-0111

Facsimile (973) 364-1073

April 14, 2011

Via E-Mail

City of Jersey City
Real Estate Office
280 Grove Street
Jersey City, NJ 07302

Attention: Peggy

**RE: Block 961, Lot 1
Location: 319 Tonnele Avenue**

Dear Peggy:

Please be advised that the above-captioned law firm represents purchaser on the above matter. Purchaser hereby requests that the City grant an extension, as it is purchaser's intention to purchase the property once the title issue concerning the DEP lien is removed. Purchaser is ready, willing and able to close as soon as the lien is removed. We have been working with Mr. Reddington, counsel for the City of Jersey City, in having the lien removed of record.

Thank you for your anticipated cooperation.

Very truly yours,

Frederick C. Biehl, III

Frederick C. Biehl, III

FCB:ef

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-034

Agenda No. 10.H

Approved: JAN 26 2011



TITLE: **RESOLUTION AUTHORIZING AN EXTENSION OF TIME TO CLOSE THE CONTRACT OF SALE OF CITY-OWNED PROPERTY KNOWN AS BLOCK 961 LOT 1 TONNELE AVE.**

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, on October 13, 2010, the Municipal Council of the City of Jersey City adopted a resolution authorizing the sale of certain public lands not needed for public use by public sale to the highest bidder in accordance with N.J.S.A. 40A:12-13; and

WHEREAS, such public sale was held in the Council Chambers, City Hall, 280 Grove Street, Jersey City, New Jersey on November 4, 2010; and

WHEREAS, Block 961 Lots 1 Address Tonnele Avenue, was conditionally sold to: 319 Tonnele Avenue, LLC (Purchaser); and

WHEREAS, the Municipal Council of the City of Jersey City adopted a Resolution confirming the sale on November 10, 2010; and

WHEREAS, the balance of the purchase price was due on January 10, 2011; and

WHEREAS, attached is a letter dated December 29, 2010 from Frederick C. Biehl, III, attorney for the Purchaser, indicating that there is a DEP lien on the property which must be removed in order to give the Purchaser clear title; and

WHEREAS, a three month extension is needed to remove the DEP lien.

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that an extension until April 10, 2011 to close on the sale of Block 961 Lot 1, location Tonnele Avenue is hereby approved.

APPROVED: Ann Marie Miller
Ann Marie Miller, Real Estate Manager

APPROVED AS TO LEGAL FORM

APPROVED: J. Miller
Business Administrator

Royal Ralston
Corporation Counsel

02011017

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				1/26/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON			ABSENT	BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

Law Offices

SORIANO, HENKEL, BIEHL & MATTHEWS

received
1-4-2011

William J. Soriano
Frederick C. Biehl, III
Thomas W. Matthews
Peter DeSalvo, Jr.
James G. Gelenitis

A Professional Corporation
75 Eisenhower Parkway
Roseland, New Jersey 07068-1693

George B. Henkel, Retired

(973) 364-0111

Facsimile (973) 364-1073

December 29, 2010

Via Regular Mail/Facsimile

City of Jersey City
Real Estate Office
280 Grove Street
Jersey City, NJ 07302

Attention: Ann Marie Miller, Real Estate Manager

**RE: Block 961, Lot 1
319 Tonnele Avenue, Jersey City, NJ**

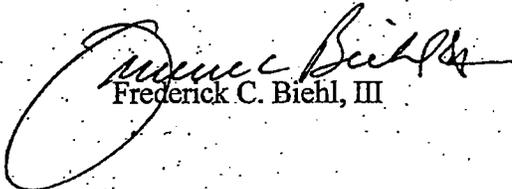
Dear Ms. Miller:

Please be advised that the above-captioned law firm represents purchaser with regard to the above matter. We have received your letter of November 15, 2010 concerning closing on the above matter and in furtherance thereof we forwarded to you a title binder. The title binder indicated at Schedule B, Section II, Items 20, 21, 22, 23 certain liens affect the subject premises which needs to be removed of record. Of particular importance is Item No. 20 which provides a DEP lien in the amount of \$1,125,012.00. I believe the tax liens will be part of the closing that the City of Jersey City can have removed easily. However, the DEP lien needs to be removed to get clear title to purchaser.

Please contact the undersigned in order that we may discuss the closing of title and when the City of Jersey City will have these liens removed of record.

Thank you for your anticipated cooperation.

Very truly yours,


Frederick C. Biehl, III

FCB:ef

cc: Ms. Peggy Rausch

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-242

Agenda No. 10.Q

Approved: APR 27 2011



TITLE: **RESOLUTION REMOVING A RESTRICTIVE COVENANT THAT AFFECTS THE TITLE OF BLOCK 410, LOT 6 A/K/A 107 BRUNSWICK STREET AND AUTHORIZE THE EXECUTION OF A QUITCLAIM DEED**

COUNCIL
of the following resolution:

Offered and moved adoption

WHEREAS, 107 Brunswick Street a/k/a Block 410, Lot 6 (Property) is a one-story commercial building that the City of Jersey City (City) sold at a public auction on February 19, 1981 for the sum of \$7,500.00; and

WHEREAS, the terms and conditions of the sale required that the purchaser obtain a certificate of occupancy for the Property within a specific time period after the City conveyed the Property to the purchaser; and

WHEREAS, the City conveyed the Property to the purchaser on April 27, 1981 and the deed included a restrictive covenant requiring that the purchaser obtain a certificate of occupancy within a specific time period; and

WHEREAS, as of December 22, 1988, the purchaser has not obtained a Certificate of Occupancy for the Property and the City Council approved a resolution consenting to the transfer of the Property from the purchaser to a new purchaser subject to the condition that the new purchaser obtain a certificate of occupancy for the Property within six (6) months; and

WHEREAS, the new purchaser did not obtain a certificate of occupancy; and

WHEREAS, BCB Community Bank (BCB), 591 Avenue C, Bayonne, New Jersey, is now the owner of the Property; and

WHEREAS, BCB has agreed to pay the City the sum of \$4,750.00 in exchange for the City releasing the Property from the restrictive covenant that encumbers the Property and executing a quitclaim deed; and

WHEREAS, it is in the best interests of the City to release the Property from the restrictive covenant and execute a quitclaim deed; and

WHEREAS, in accordance with State law in order for this resolution to be recorded in the Hudson County Register's office it must contain an acknowledgment.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The City finds and declares that in exchange for the payment of \$4,750.00 to the City by BCB, it is in the best interests of the City to remove from the public record a restrictive covenant that affects 107 Brunswick Street, a/k/a Block 410, Lot 6;
2. Block 410, Lot 6 is hereby released from any and all restrictions contained in a Deed from the City dated April 27, 1981 and recorded in the Hudson County Register's Office on June 1, 1981 in Deed Book 3323 at page 615;
3. The Mayor is hereby authorized to execute this resolution and a notary notarize the acknowledgment contained herein in accordance with the law so that same may be recorded in the Hudson County Register's Office; and
4. The Mayor is hereby authorized to execute a quitclaim deed conveying the Property to BCB Community Bank.

02041069

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-243
 Agenda No. 10.R
 Approved: APR 27 2011



TITLE:

A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOP DESIGNATIONS OF THE CITY OF JERSEY CITY REPEALING AN EASTBOUND FAR-SIDE BUS STOP ON NEWARK AVENUE AT CENTRAL AVENUE AND A NEAR-SIDE BUS STOP AT BALDWIN AVENUE; ALL TIMES AND DESIGNATE AN EASTBOUND, NEAR-SIDE BUS STOP ON NEWARK AVENUE AT OAKLAND AVENUE; ALL TIMES

The Municipal Council, as a whole offered and moved adoption of the following resolution:

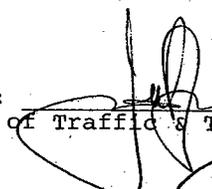
WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (a) provide that the Municipality may make and promulgate regulations amending, designating and/or deleting bus stops; and

WHEREAS, the provisions of Section 3-54(A)(C)(6) of the Code of the City of Jersey City provide that the Municipal Engineer may make and promulgate such regulations subject to Municipal Council approval by resolution; and

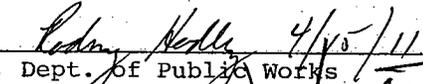
WHEREAS, the Municipal Engineer has proposed, for the purpose of increasing the flow of traffic and improving both vehicular and pedestrian safety, that the attached regulations be promulgated (Nos.11-027 and 11-028) deleting and designating a bus stop at the locations described; and

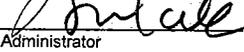
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City; that

- a. The attached regulations shall be a part of the Manual of Bus Stop Designations of the City of Jersey City (11-027) Delete an eastbound far-side bus stop on Newark Avenue @ Central Avenue, all times
 Delete an eastbound near-side bus stop on Newark Avenue @ Baldwin Avenue, all times
 (11-028) Designate an eastbound near-side bus stop on Newark Avenue @ Oakland Avenue, all times
- b. A copy of each regulation shall be kept on file by the City Clerk for public inspection.
- c. The City Clerk and the Corporation Council may change any chapter numbers, article numbers and section numbers in order to avoid possible accidental repeaters of existing provisions.
- d. This resolution/regulation shall take effect at the time and in the manner as provided by law.

APPROVED: 
 Director of Traffic & Transportation

APPROVED: 
 Municipal Engineer

APPROVED:  APPROVED AS TO LEGAL FORM
 Director, Dept. of Public Works

APPROVED:  
 Business Administrator Corporation Counsel

JDS:pc1
 (04.15.11)

Certification Required
 Not Required

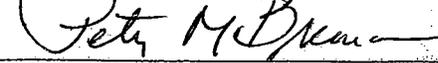
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Peter M. Brennan, President of Council


 Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/ resolution/cooperation agreement:

A resolution supplementing the Manual of Bus Stop Designations of the City of Jersey City repealing an eastbound far-side bus stop on Newark Avenue at Central Avenue and a near-side bus stop at Baldwin Avenue; all times and designate an eastbound, near-side bus stop on Newark Avenue at Oakland Avenue, all times.

2. Name and title of person initiating ordinance/resolution, etc.:

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Hudson County Assignment Judge Maurice J. Gallipoli

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Delete an eastbound, far-side bus stop on Newark Avenue at Central Avenue, all times
Delete an eastbound near-side bus stop on Newark Avenue at Baldwin Avenue, all times
Designate an eastbound near-side bus stop on Newark Avenue at Oakland Avenue, all times.

4. Reasons (need) for the proposed program, project, etc.:

The new bus stop locations will be located where parking is already prohibited at the 595 Newark Avenue entrance. Additional parking meters can be installed when the two previous bus stops are removed.

5. Anticipated benefits to the community:

Provide better access to the bus stops and provide additional parking spaces around the Court House and County Administration Building.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribute

No cost to the City. New Jersey Transit will remove and install the bus stop signs.

7. Date proposed program, or project will commence:

Upon adoption by the Municipal Council

8. Anticipated completion date:

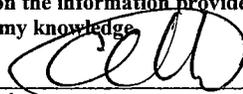
Twenty Days after adoption by the Jersey City Municipal Council

9. Person responsible for coordinating proposed program, project, etc.:

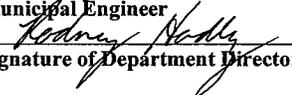
Monte Zucker, Division of Engineering, Traffic and Transportation, ex. 4468

10. Additional comments:

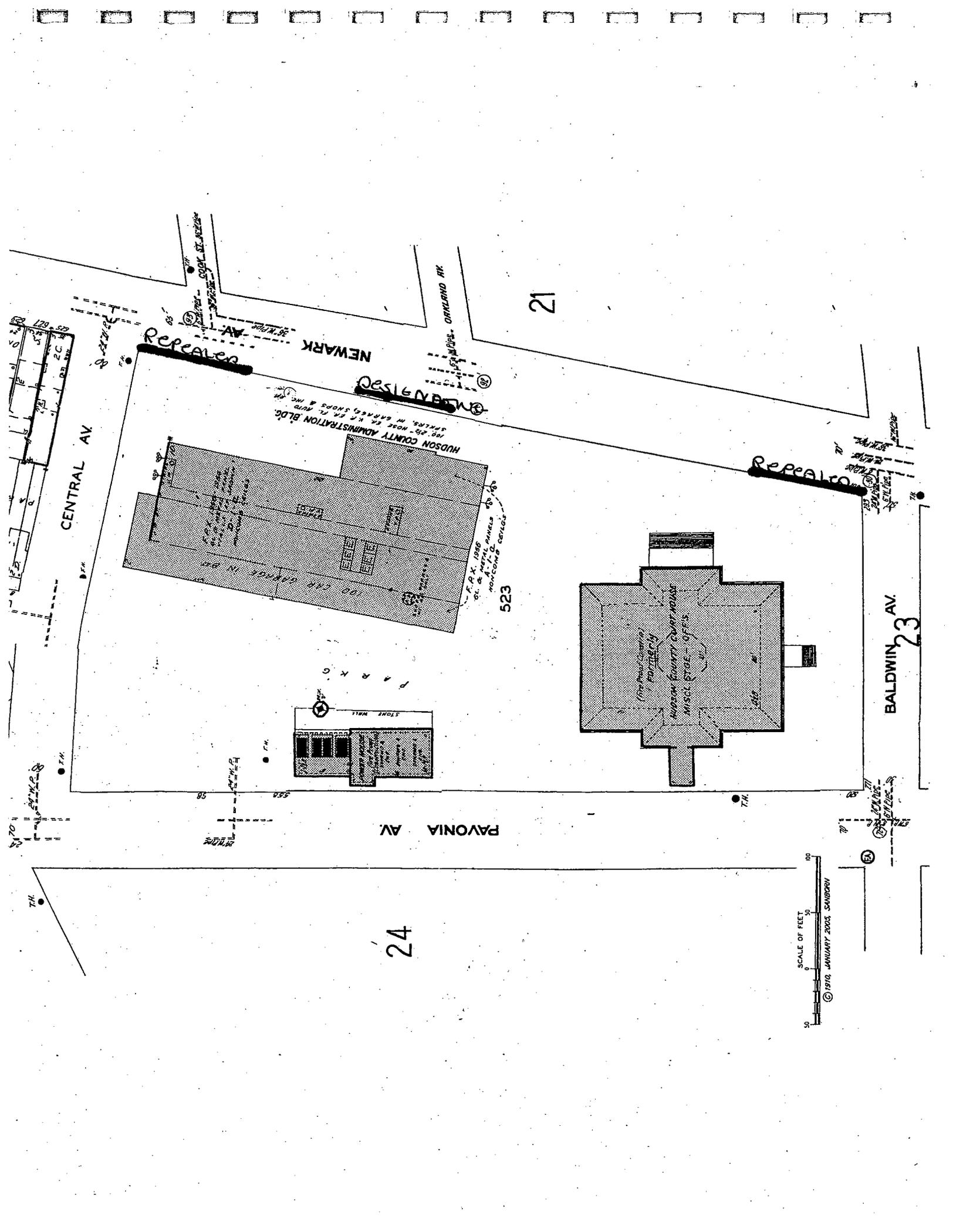
Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.


Municipal Engineer

4/15/11
Date


Signature of Department Director

4/15/11
Date



21

BALDWIN AV. 23

PAVONIA AV.

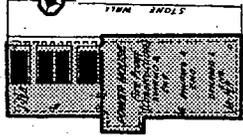
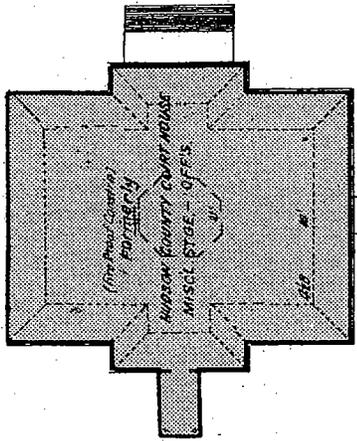
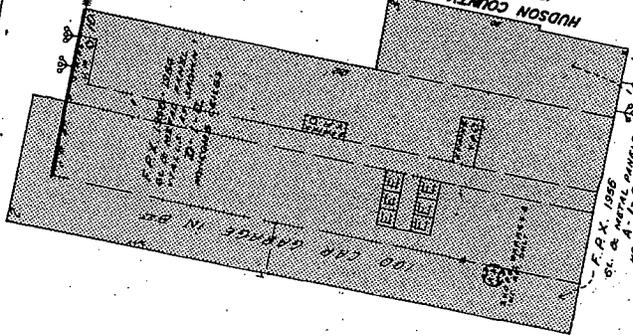
CENTRAL AV

REPEATED

DESIGNATED

REPEATED

HUDSON COUNTY ADMINISTRATION BLDG.
APRILS, M. BARRETT, SHOPS & MFG.
NO. 28, HOSE EN. H. S. FL. AUTO.



SCALE OF FEET
0 50 100
© 1910, JANUARY 2005, SANBORN

24

CITY OF
JERSEY CITY

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION



RODNEY HADLEY, DPW DIRECTOR
CHUCK F. LEE, P.E., CITY ENGINEER

HONORABLE JERRAMIAH HEALY, MAYOR
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation 11-027

April 15, 2011

**BUS STOP REGULATION
REPEALED**

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-69 (C)(6) of the Jersey City Municipal Code, the following location is hereby REPEALED as a bus stop:

STREET

HOURS

1. [Newark Avenue, eastbound on the southerly side at:

All Times

a. Central Avenue - (far-side)

Beginning at the easterly curb line of Central Avenue and extending to a point 100 feet easterly therefrom.

b. Baldwin Avenue - (near-side)

All Times

Beginning at the westerly curb line of Baldwin Avenue and extending to a point 105 feet westerly therefrom.]

Division of Engineering, Traffic and Transportation

Joao D Souza, Director of Traffic & Transportation

Chuck F. Lee, P.E., Municipal Engineer

Approved by Municipal Council Resolution

Date: _____

CITY OF
JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

RODNEY HADLEY, DPW DIRECTOR
CHUCK F. LEE, P.E., CITY ENGINEER



HONORABLE JERRAMIAH HEALY, MAYOR
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation 11-028

April 15, 2011

BUS STOP REGULATION
DESIGNATED

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-69 (C)(6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a bus stop:

STREET

HOURS

1. Newark Avenue, eastbound on the southerly side at:

All Times

a. Oakland Avenue - (near-side)

Beginning at the westerly curb line of Oakland Avenue and extending to a point 105 feet westerly therefrom.

Division of Engineering, Traffic and Transportation

Joao D'Souza, Director of Traffic & Transportation

Chuck F. Lee, P.E., Municipal Engineer

Approved by Municipal Council Resolution

Date: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-244
 Agenda No. 10.S
 Approved: APR 27 2011
 TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), MCWILLIAMS PLACE BEGINNING 10:00 A.M. AND ENDING 6:00 P.M., SATURDAY, JUNE 4, 2011 RAIN DATE: SUNDAY, JUNE 5, 2011 AT THE REQUEST OF THE LEARNING COMMUNITY CENTER CHARTER SCHOOL FOR THE PURPOSE OF A STREET FAIR

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Learning Community Center Charter School to close McWilliams Place on Saturday, June 4, 2011 (rain date: Sunday, June 5, 2011) beginning 10:00 a.m. and ending 6:00 p.m. for the purpose of a street fair; and

WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Section 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71 and 296-73 be waived; and

WHEREAS, the request to close McWilliams Place does not meet one or more of the requirements set forth in Section 296-71(B)(C)(D) and 296-73(D) because the applicant is a non-resident of the area requested to be closed and the event is starting earlier than permitted; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71 and 296-73 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of McWilliams Place beginning 10:00 a.m. and ending 6:00 p.m., Saturday, June 4, 2011 (rain date: Sunday, June 5, 2011)

APPROVED:
 Director of Traffic & Transportation

APPROVED:
 Municipal Engineer

APPROVED:
 Director, Dept. of Public Works

APPROVED:
 Business Administrator

JDS:pcl
 (04.14.11)

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/ resolution/cooperation agreement:

A resolution authorizing the closing of a municipal street(s), McWilliams Place beginning 10:00 a.m. and ending 6:00 p.m. on Saturday, June 4, 2011 (rain date: Sunday, June 5, 2011) at the request of the Learning Community Center Charter School for the purpose of a street fair.

2. Name and title of person initiating ordinance/resolution, etc.:

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Charlotte Krentz behalf of the Learning Community Center Charter School, 2495 Kennedy Blvd. JCNJ 201.332.0900 ex. 303

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Authorize the closing of McWilliams Place beginning 10:00 a.m. and ending 6:00 p.m. on Saturday, June 4, 2011 (rain date: Sunday, June 5, 2011)

4. Reasons (need) for the proposed program, project, et

A street fair

5. Anticipated benefits to the community:

Community Affair

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution:

No cost to the City.

7. Date proposed program or project will commence:

10:00 a.m., Saturday, June 4, 2011 (rain date: Sunday, June 5, 2011)

8. Anticipated completion date:

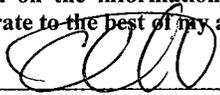
6:00 p.m., Saturday, June 4, 2011 (rain date: Sunday, June 5, 2011)

9. Person responsible for coordinating proposed program, project, etc.:

Monte Zucker, Supervising Planner, Division of Engineering, Traffic and Transportation, ex. 4469

10. Additional comments:

Based on the information provided to me, I certify that all the facts presented herein are accurate to the best of my ability.



Municipal Engineer

4/05/11

Date



Signature of Department Director

4/05/11

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: McWILLIAMS PL

PURPOSE OF EVENT: street fair

BEGINS: 10AM ENDS: 6PM Saturday, June 4 (rain date Sunday, June 5), 2011

APPLICANT: Charlotte Krentz

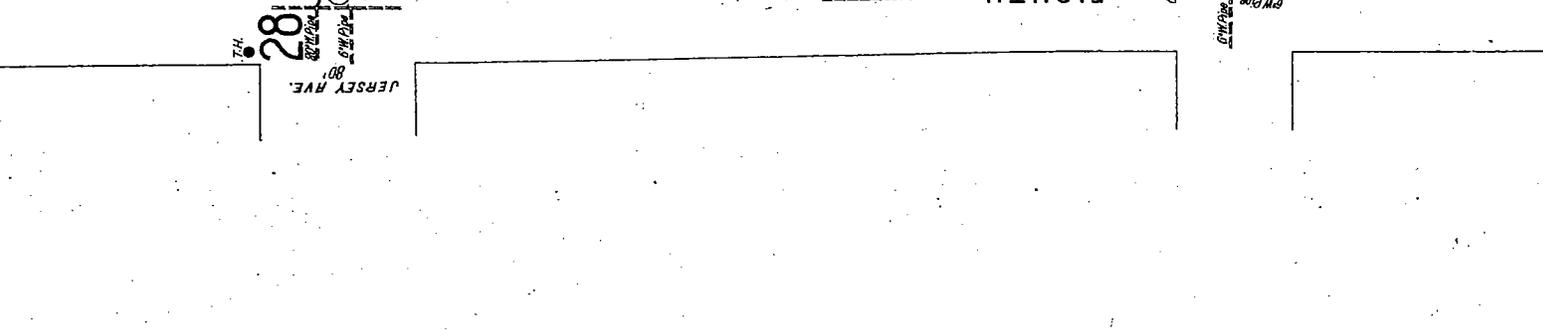
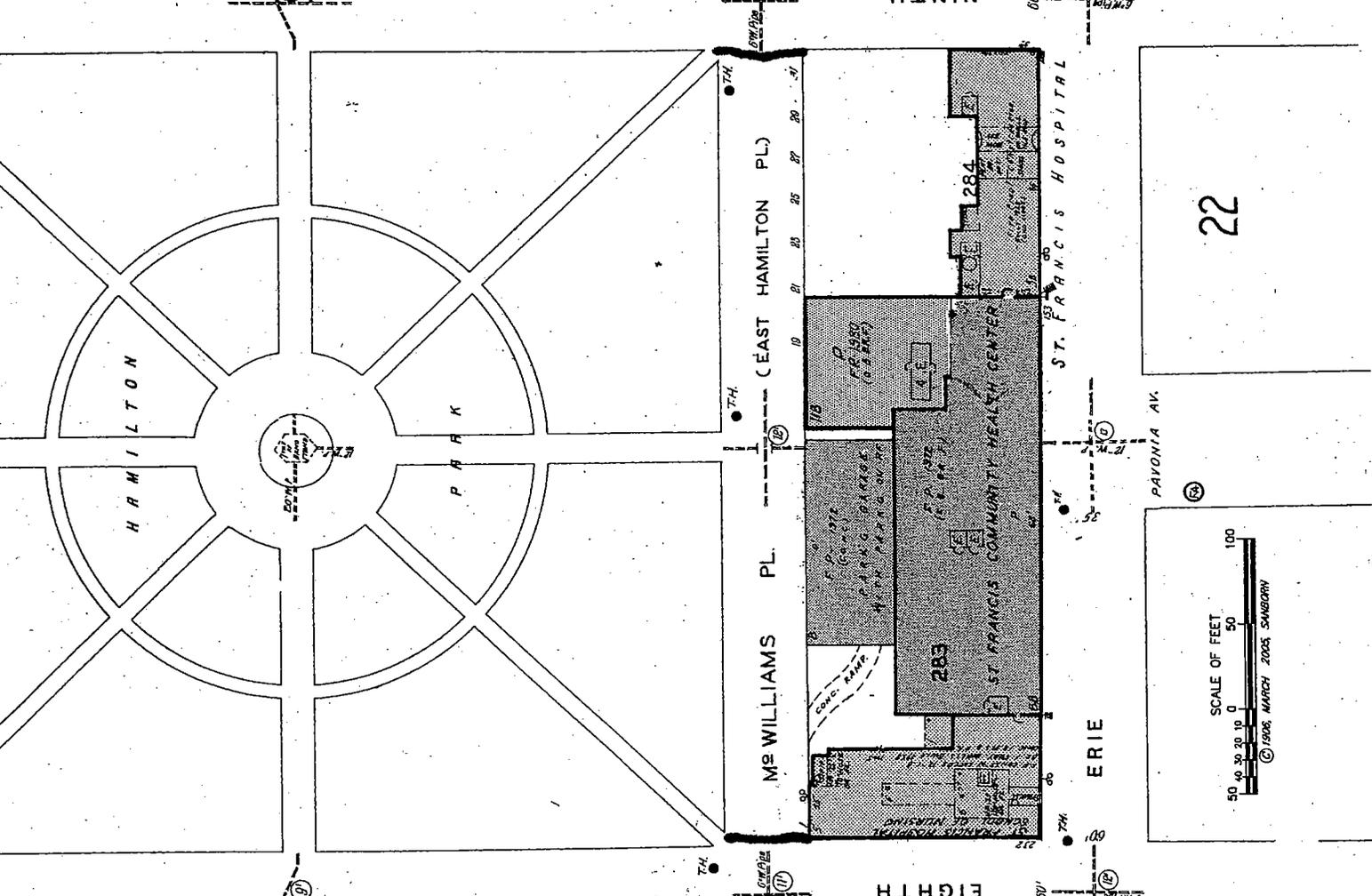
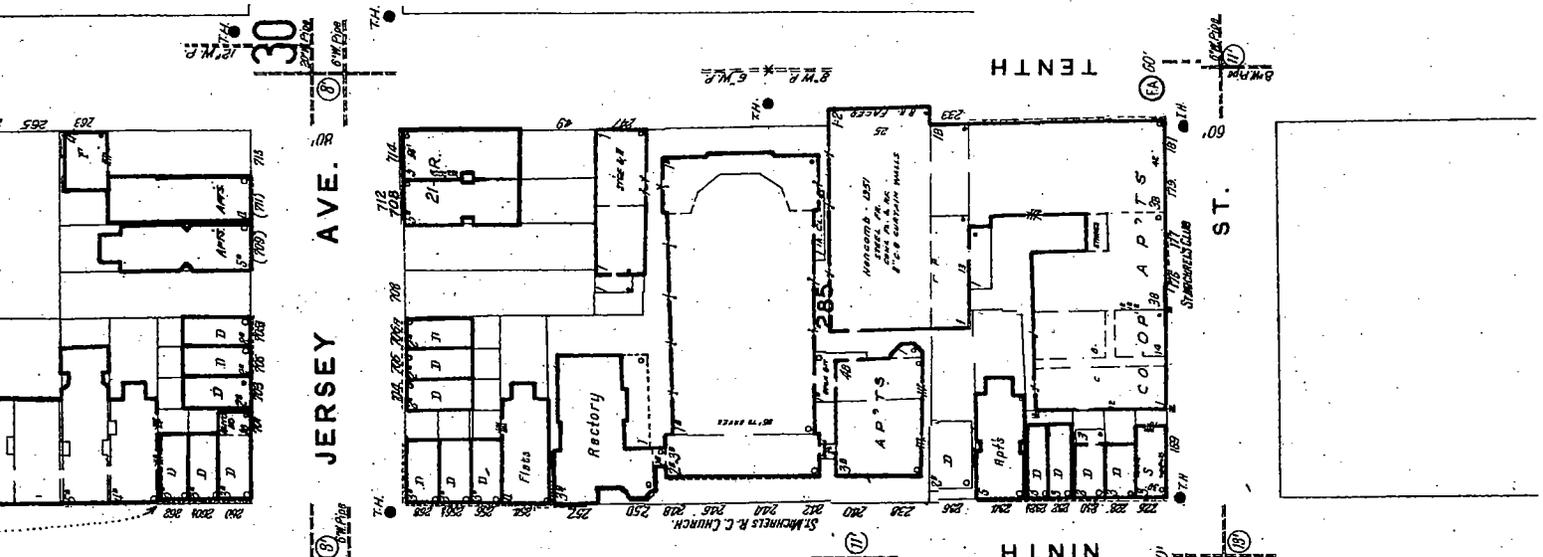
ORGANIZATION: Learning Community Center Charter School

STREET ADDRESS: 2495 Kennedy Blvd

CITY, STATE, ZIP: Jersey City NJ 07304

PHONE #: 201.332.0900x303

BEING WAIVED: nonresident, start time



22



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-245

Agenda No. 10.T

Approved: APR 27 2011

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),
WHITON STREET FROM MAPLE STREET TO JOHNSTON AVENUE
BEGINNING 10:00 A.M. AND ENDING 5:00 P.M. ON SATURDAY, JUNE 25,
2011 AT THE REQUEST OF TEAM WALKER INC. FOR THE PURPOSE OF
THE TEAM WALKER OPENING DAY**

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from Team Walker Inc. to close Whiton Street from Maple Street to Johnston Avenue beginning 10:00 a.m. and ending 5:00 p.m. on Saturday, June 25, 2011 for the purpose of Team Walker Opening Day; and

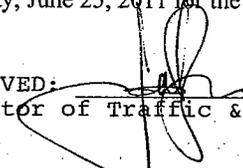
WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

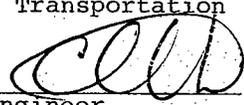
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 (B)(8) and 296-73(D) be waived; and

WHEREAS, the request to close Whiton Street, does not meet one or more of the requirements set forth in Section 296-71 and Section 296-72(B)(2)(8) and 296.73(D) because the request to close Whiton Street was submitted by a non-resident and the event is starting earlier than permitted; and

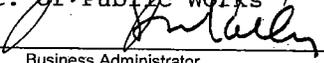
WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that one or more of the requirements set forth in Section 296-71, 296-72 and 296.73 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Whiton Street from Maple Street to Johnston Avenue from 10:00 a.m. to 5:00 p.m. on Saturday, June 25, 2011 for the purpose of Team Walker Opening Day.

APPROVED: 
Director of Traffic & Transportation

APPROVED:  4/15/11
Municipal Engineer

APPROVED:  4/10/11
Director, Dept. of Public Works

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

JDS:pc1
(04.15.11)

Certification Required

Not Required

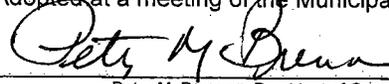
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/ resolution/cooperation agreement:

A resolution authorizing the closing of a municipal street(s), Whiton Street from Maple Street to Johnston Avenue from 10:00 a.m. to 5:00 p.m. on Saturday, June 25, 2011 at the request of Team Walker Inc. for the purpose of the Team Walker Opening Day

2. Name and title of person initiating ordinance/resolution, etc.:

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Jerry Walker on behalf of Team Walker Inc., 316 Communipaw Avenue, 201.433.1888

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Authorize the closing of Whiton Street from Maple Street to Johnston Avenue beginning 10:00 a.m. to 5:00 p.m. on Saturday, June 25, 2011

4. Reasons (need) for the proposed program, project, ET

Team Walker Opening Day

5. Anticipated benefits to the community:

Community Affair

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution:

No Cost to the City

7. Date proposed program or project will commence:

10:00 a.m., Saturday, June 25, 2011

8. Anticipated completion date:

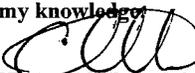
5:00 p.m., Saturday, June 25, 2011

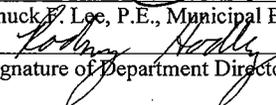
9. Person responsible for coordinating proposed program, project, etc.:

Monte Zucker, Supervising Planner, Division of Traffic and Transportation, ex. 4469

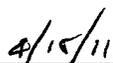
10. Additional comments:

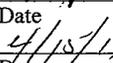
Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.



Chuck F. Lee, P.E., Municipal Engineer


Signature of Department Director



Date


Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: WHITON ST from MAPLE ST to JOHNSTON AV

PURPOSE OF EVENT: Team Walker opening day

BEGINS: 10AM ENDS: 5PM Saturday, June 25, 2011

APPLICANT: Jerry Walker

ORGANIZATION: Team Walker

STREET ADDRESS: 316 Communipaw Av

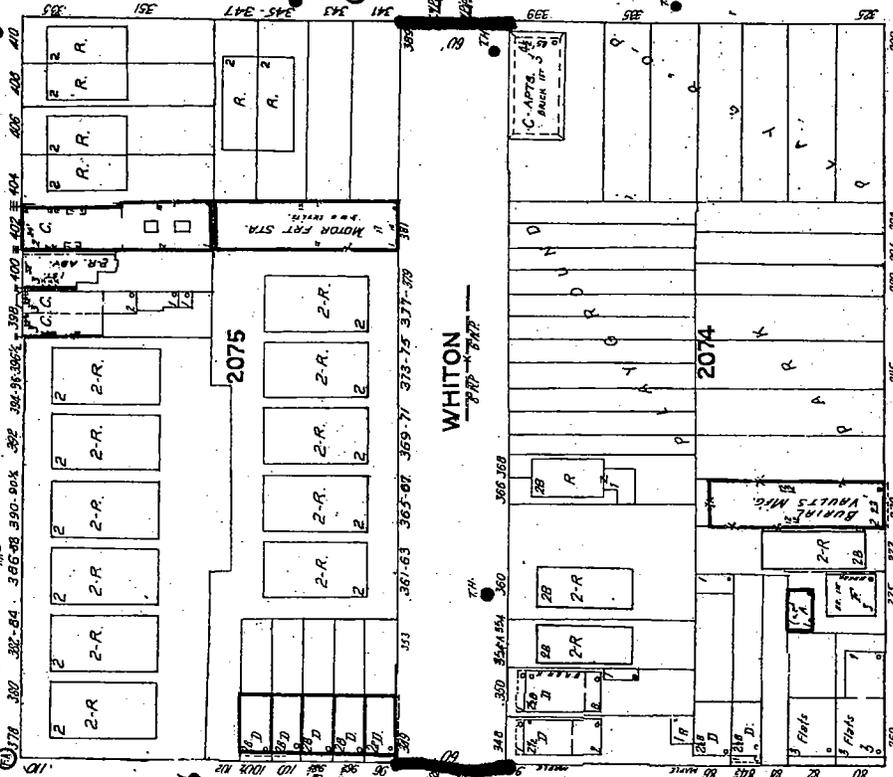
CITY, STATE, ZIP: Jersey City NJ 07304

PHONE #: 201.433.1888

BEING WAIVED: nonresident, start time

47

PACIFIC AV.



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-246

Agenda No. 10.U

Approved: APR 27 2011

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREETS, EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO WASHINGTON STREET (WITH GREENE STREET KEPT OPEN) BEGINNING NOON AND ENDING 7:00 P.M. SATURDAY, AUGUST 27, 2011 AT THE REQUEST OF THE HUDSON PRIDE CONNECTIONS CENTER FOR THE PURPOSE OF A FESTIVAL

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from The Hudson Pride Connections Center to close both Exchange Place and Montgomery Street from Hudson Street to Washington Street (with Greene Street kept open) beginning Noon and ending 7:00 p.m., Saturday, August 27, 2011, for the purpose of a festival; and

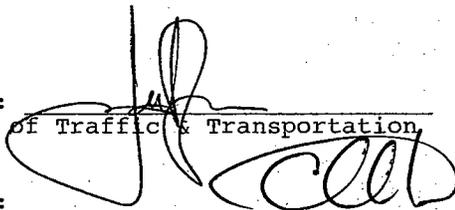
WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 (B)(2)(8) and 296-73(D) be waived; and

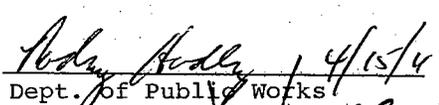
WHEREAS, the request to close both Exchange Place and Montgomery Street does not meet one or more of the requirements set forth in Sections 296-71, 296-72(B)(2)(8) and 296-73(D) because the application for the street closure was submitted by an Organization, not a resident and the street closure exceeds one block; and

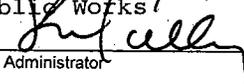
WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that one or more of the requirements set forth in Section 296-71, 296-72(B)(2)(8) and 296-73(D) be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place and Montgomery Street from Hudson Street to Washington Street (with Greene Street kept open) beginning Noon and ending 7:00 p.m. Saturday, August 27, 2011.

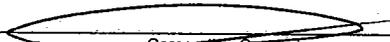
APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Director, Dept. of Public Works

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

JDS:pcl
(04.14.11)

Certification Required

Not Required

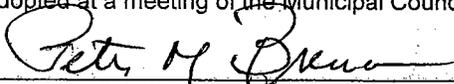
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/ resolution/cooperation agreement:

A resolution authorizing the closing of a Municipal street(s), Exchange Place and Montgomery Street from Hudson Street to Washington Street (with Greene Street kept open) beginning Noon and ending 7:00 p.m. on Saturday, August 27, 2011 at the request of the Hudson Pride Connections Center for the purpose of a festival.

2. Name and title of person initiating ordinance/resolution, etc.:

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Nancy Caamano on behalf of the Hudson Pride Connections Center, 32 Jones St., JCNJ 201.963.4779 ex. 112

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Authorize the closing of both Exchange Place and Montgomery Street from Hudson Street to Washington Street (with Greene Street kept open) beginning Noon and ending 7:00 p.m. on Saturday, August 27, 2011

**4. Reasons (need) for the proposed program, project, et
Festival**

5. Anticipated benefits to the community:

Community Affair

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution:

No cost to the City.

7. Date proposed program or project will commence:

Noon, Saturday, August 27, 2011

8. Anticipated completion date:

7:00 p.m., Saturday, August 27, 2011

9. Person responsible for coordinating proposed program, project, etc.:

Monte Zucker, Supervising Planner, Division of Engineering, Traffic and Transportation, ex. 4469

10. Additional comments:

Based on the information provided to me, I certify that all the facts presented herein are accurate to the best of my ability.



Municipal Engineer

8/15/11

Date



Signature of Department Director

8/15/11

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: EXCHANGE PL

**MONTGOMERY ST from HUDSON to WASHINGTON STS,
with GREENE ST kept open**

PURPOSE OF EVENT: festival

BEGINS: Noon ENDS: 7PM Saturday, August 27, 2011

APPLICANT: Nancy Caamano

ORGANIZATION: Hudson Pride Connections Center

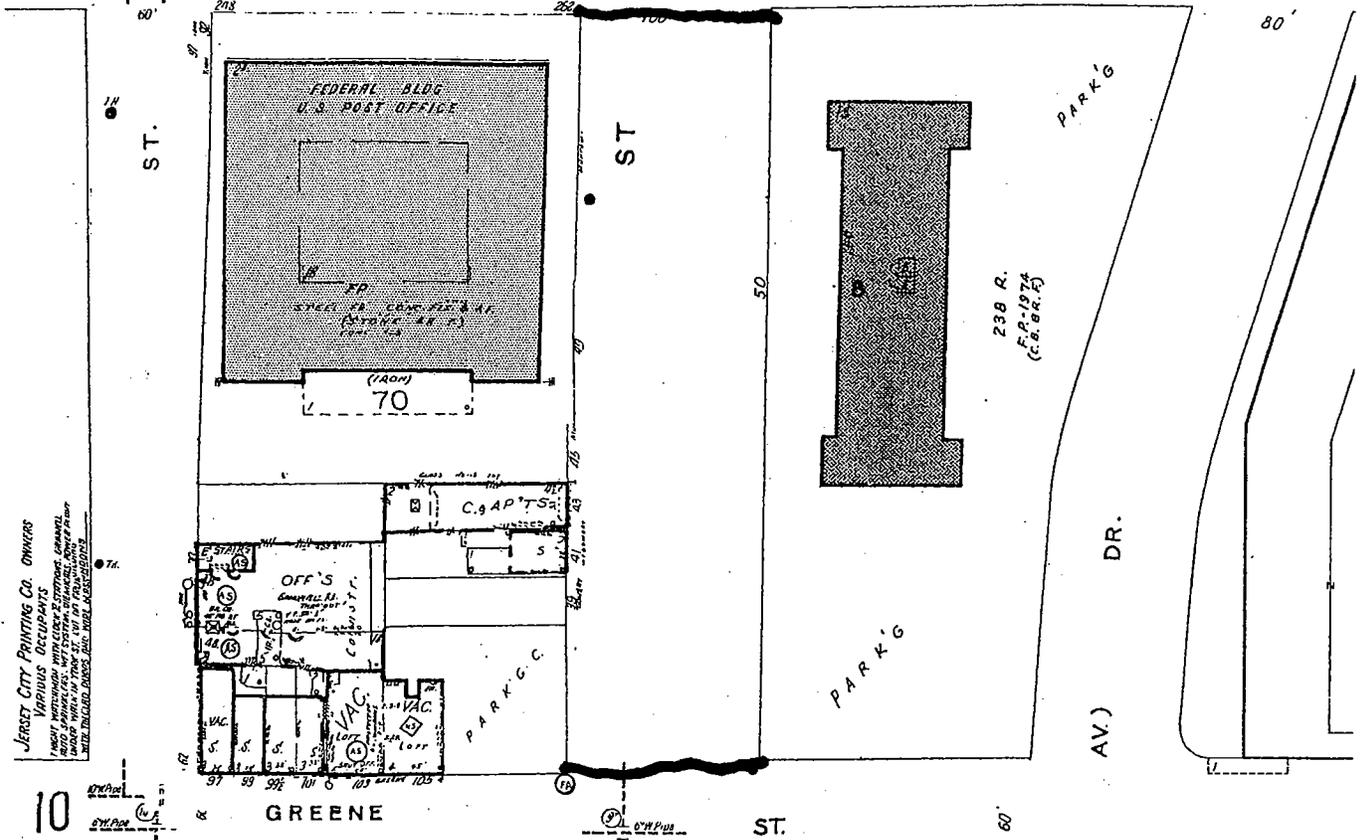
STREET ADDRESS: 32 Jones St

CITY, STATE, ZIP: Jersey City NJ 07306

PHONE #: 201.963.4779x112

BEING WAIVED: more than one block at a time closed, nonresident

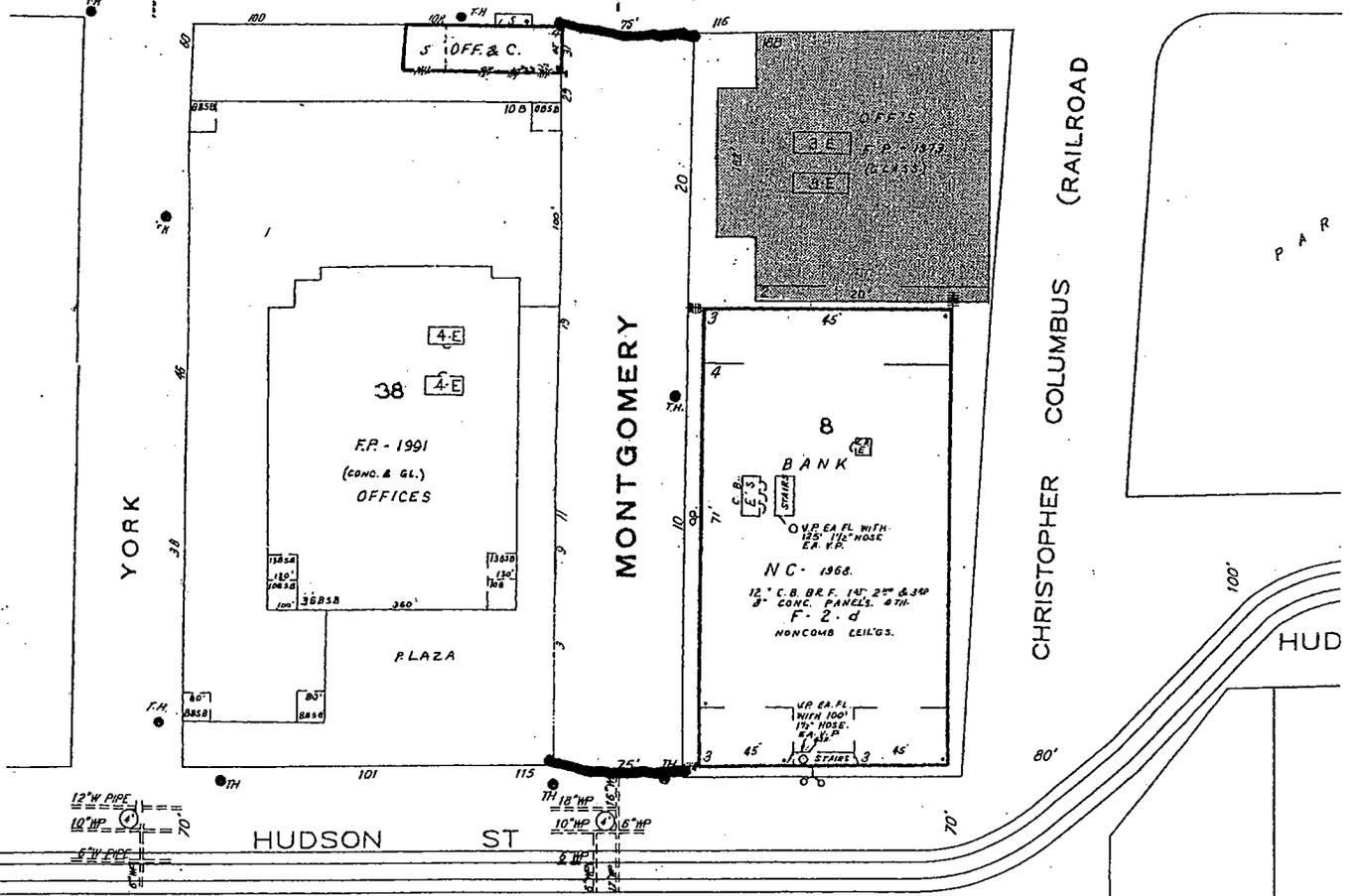
WASHINGTON



JERSEY CITY PRINTING CO. OWNERS
 VARIOUS OCCUPANTS
 AUTO SERVICE, REPAIRS, ETC.
 AUTO SERVICE, REPAIRS, ETC.
 AUTO SERVICE, REPAIRS, ETC.
 AUTO SERVICE, REPAIRS, ETC.

10

GREENE



EXCHANGE PL

SCALE OF FEET
 50 40 30 20 10 0

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-247
 Agenda No. 10.V
 Approved: APR 27 2011
 TITLE: _____



RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR RECREATION OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES (ROID) AND ACCEPT FUNDING FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR THE RECREATION OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES (ROID)

COUNCIL
 following resolution:

Offered and moved the adoption of the

- WHEREAS,** the City of Jersey City, Department of Recreation desires to submit a grant application to the Department of Community Affairs, Recreation Opportunities for Individuals with Disabilities (ROID) grant program; and
- WHEREAS,** the City of Jersey City, Department of Recreation will accept the grant funds to further deliver and expand the recreational programs; and
- WHEREAS,** the ROID grant will aid the Department of Recreation in expanding and delivering recreational programs for 200 disabled youth; and
- WHEREAS,** if approved, the ROID grant will augment the Department of Recreation's recreational activities and services to handicap youth

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Department of Recreation is hereby authorized to submit an application to the Department of Community Affairs' Recreation Opportunities for Individuals with Disabilities (ROID) grant program.

BE IT FURTHER RESOLVED, by the Municipal Council of the City of Jersey City

That the Department of Recreation is hereby authorized to receive the ROID grant funds from the Department of Community Affairs.

That the Mayor and /or Business Administrator are hereby authorized to execute and amend the grant agreement with the State of New Jersey - Department of Community Affairs for the ROID grant

APPROVED: [Signature]
 APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Assistant Corporation Counsel - Annelis Vincitore

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/27/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

This summary sheet is to be attached to the rear of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

I. Full Title of Ordinance/Resolution/Cooperation Agreement:

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR RECREATION OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES (ROID) AND ACCEPT FUNDING FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR THE RECREATION OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES (ROID)

II. Name and Title of Person Initiating Ordinance/Resolution:

JOSEPH MACCHI, DIRECTOR

III. Description of the proposed program, project or plan:

PROVIDE RECREATIONAL OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES

IV. Reasons (Need) for the Proposed Program, Project, etc.:

PROVIDING RECREATIONAL OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES

V. Anticipated Benefits to the Community:

VI.

BENEFITS JERSEY CITY RESIDENTS WITH DISABILITIES

VII. Cost of Proposed Program Project, etc.

(Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):

THE CITY IS REQUIRED TO IDENTIFY MATCHING FUNDS EQUIVALENT TO 20% OF THE GRANT AMOUNT REQUESTED WHICH WILL BE \$ 20,000.00. THE CITY'S 20% MATCH IS IDENTIFIED THROUGH PERSONNEL/SALARY COST, ACTIVITIES, TRANSPORTATION AND OTHER RELATED COST TO OPERATE PROGRAM (SATURDAYS 9:30A.M. - 2:30P.M. MARCH - MAY, OCTOBER - DECEMBER = 24 SATURDAYS, SUMMER JULY 5, 2011- AUGUST 5, 2011 9:00A.M. - 3:00P.M.)

SEE ATTACHED REQUIREMENTS AS PER GRANT ANNOUNCEMENT.

VIII. Date Proposed Program or Project will Commence

JANUARY 1, 2012

IX. Anticipated Completion Date:

DECEMBER 31, 2012

X. Person Responsible for Coordinating Proposed Program/Project:

JOSEPH MACCHI, DIRECTOR

Cynthia M. Lee Fiscal Officer
4-21-11
Director Dept. of Recreation Date
for Joseph Macchi-Director

Dollar Range for Award Minimum: Various

Dollar Range for Award Maximum: Various

Allowable Costs: Funds can be used for project related capital costs including construction costs, professional fees, financing fees, acquisition and contingency

Purpose of Grant: Creation of housing units affordable to households that are low income as defined by USHUD

Technical Assistance Meeting: N/A

Other Information:

Estimate of Total Amount of Funds to be Awarded:
\$1,199,356.00

Eligible Applicant: For-profit and non-profit affordable housing developers

Timeframe for Completion of Activities: Up to three (3) years from Grant Award date

Rec Opps for Individuals with Disabilities 2012

Grant Period Start: 1/1/2012

Deadline for Submission:
6/1/2011

Contact Information:

Patricia Swartz
(609) 984-6654
pswartz@dca.state.nj.us

Grant Period Stop: 12/31/2012

Deadline for Initiation:
5/31/2011

Population to be Targeted: Persons with visual disability, auditory disabilities, communication disability, physical disability, chronic illness, emotional disturbance, social maladjustment, multiple disability, developmental disability, learning disabilities, autism disorder and/or anyone meeting the Americans with Disabilities Act definition of disabilities.

Dollar Range for Award Minimum: \$5,000.00

Dollar Range for Award Maximum: \$35,000.00

Estimate of Total Amount of Funds to be Awarded:
\$585,000.00

Eligible Applicant: Counties and Municipalities may apply.

Selection Criteria:
Priority will be given to proposals that meet the following criteria:

- New programs that address a critical or growing community recreational need
- Programs that promote the integration of the disabled into the greater community
- Programs that provide innovative opportunities to meet participant needs
- Programs that measurably improve the participants' quality of life
- Programs that are an integral part of a locality's recreational strategy
- Programs that may be expected to continue without future ROID assistance

Allowable Costs: Direct program cost associated with delivering recreation program opportunities to persons with disabilities.

Purpose of Grant: To assist local governments with grant funding to support local programs that: 1) commence or expand recreation & leisure services for persons with disabilities. 2) improve the status of persons with disabilities as members of the total society and 3) promote the least restrictive environment in providing recreation and leisure services for persons with disabilities.

Technical Assistance Meeting: NA

Other Information: For applications containing multiple programs, each program will be evaluated independently.

Dollar Range for Awards:

Applicants must identify matching funds equivalent to 20% of the amount requested.

Maximum funds awarded to serve a single municipality is \$20,000.

Maximum funds awarded to serve multi municipality is \$35,000.

Timeframe for Completion of Activities: Calendar year 2012

Division on Fire Safety

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-248

Agenda No. 10.W

Approved: APR 27 2011

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE HOUSING AUTHORITY STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION

WHEREAS, pursuant to NJSA 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to undertake a preliminary investigation to determine whether an area is, or is not, an "area in need of redevelopment", as defined by NJSA 40A:12A-3, or "an area in need of rehabilitation", as defined by NJSA 40A:12A-14.; and

WHEREAS, pursuant to NJSA 40A:12A-6.a., such determination shall be made after public notice and public hearing of the Planning Board as provided by NJSA 40A:12A-6.b.; and

WHEREAS, pursuant to NJSA 40A:12A-7.f, the Municipal Council may direct the Planning Board to prepare a redevelopment plan for the adoption by the City Council; and

WHEREAS, the study area appears to exhibit the characteristics qualifying as an area in need of redevelopment or rehabilitation; and

WHEREAS, the study area is consistent with the attached map labeled "Housing Authority Study Area Boundary Map" dated April 19, 2011; and

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the Planning Board be and hereby is authorized to conduct a preliminary investigation into conditions of the above referenced properties to determine if said Study Area qualifies as an "area in need of redevelopment" or an "area in need of rehabilitation," and if the requisite conditions are determined to exist, to review and recommend to the Municipal Council a Redevelopment Plan, which shall include the said property within the Plan and possibly incorporate adjacent property from adjacent redevelopment plan areas.

Robert D. Cotter

Robert D. Cotter, Director
Division of City Planning

APPROVED: *Carl Sappich*

APPROVED AS TO LEGAL FORM

APPROVED: *Michael*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brehnan
Peter M. Brehnan, President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET

1. Full Title of Resolution:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE HOUSING AUTHORITY STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION

2. Name and Title of Person Initiating the Resolution:

Carl Czaplicki, Director, Department of Housing, Economic Development and Commerce

3. Concise Description of the Plan Proposed in the Resolution:

Authorizes the Planning Board to undertake a study to determine whether the Study Area meets the statutory criteria of an "area in need of redevelopment" or an "area in need of rehabilitation" warranting the adoption of a redevelopment plan for the area.

4. Reasons for the Proposed Plan:

This resolution authorizes the planning Board to study the Jersey City Housing Authority properties consistent with the attached map labeled "Housing Authority Study Area Boundary Map" dated April 19, 2011. The study area appears to exhibit the characteristics qualifying as an area in need of redevelopment. If the requisite conditions are determined to exist, it allows for the review and recommendation to the Municipal Council a proposed Redevelopment Plan, which shall include the said property within the Plan.

5. Anticipated Benefits to the Community:

The continued existence of these lands in their vacant and underutilized condition is a detriment to the community. Through the powers of the redevelopment statutes, a unified redevelopment of these blocks can be supported.

6. Cost of Proposed Program, Project, etc.: \$0.00, all work done in house

7. Date Proposed Program or Project will commence: Upon Adoption

8. Anticipated Completion Date: N/A

9. Person Responsible for Coordinating Proposed Program, Project, etc.:

Robert D. Cotter, Director, City Planning 547-5050
Jeffrey Wenger, Principal Planner 547-5453

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.



Division Director

APRIL 19, 2011

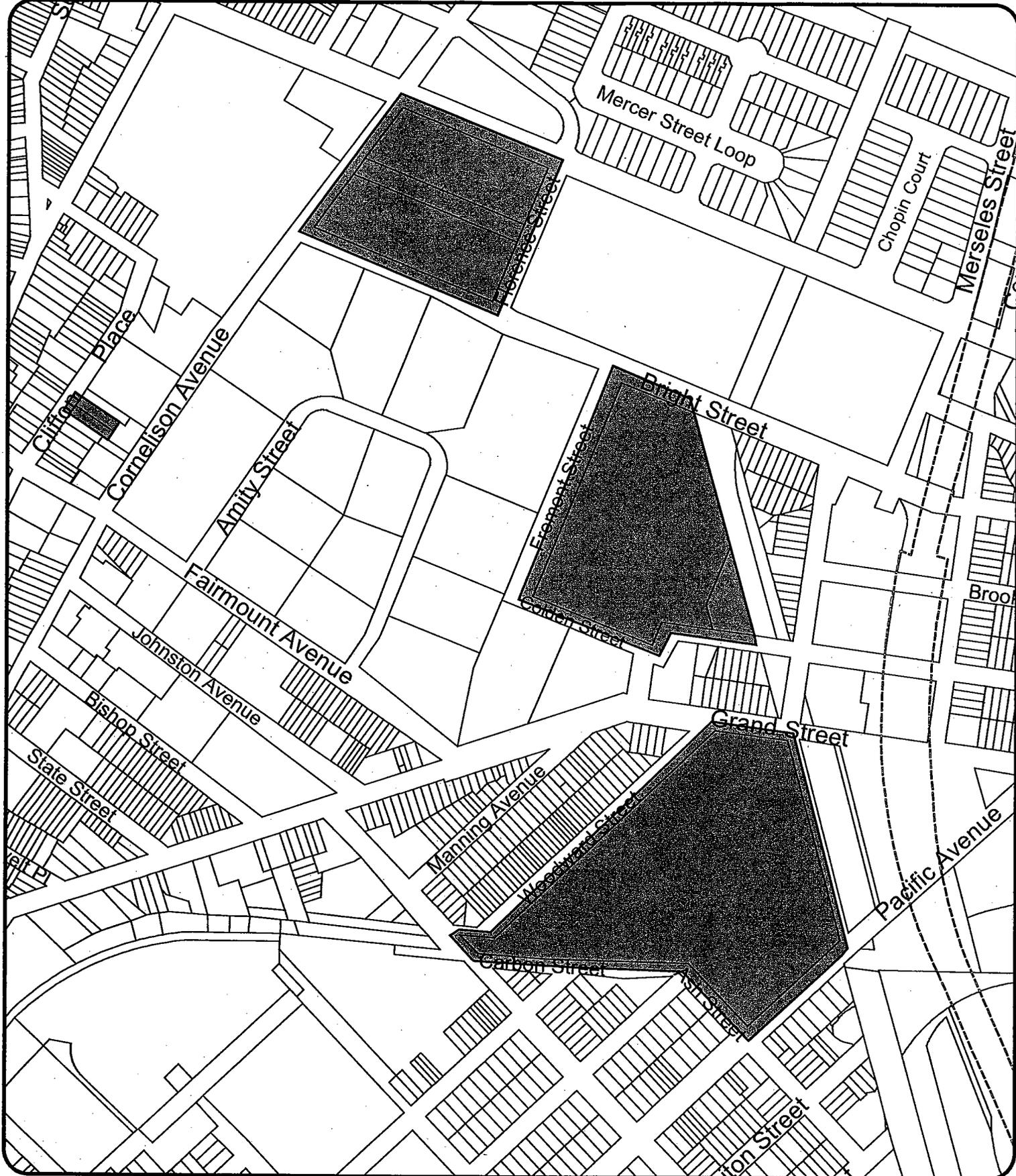
Date



Department Director Signature

4/19/11

Date



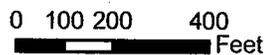
HOUSING AUTHORITY STUDY AREA BOUNDARY MAP




 Jersey City
 City Planning Division
 30 Montgomery Street Suite 1400
 Jersey City, NJ 07302 3821
 Phone: 201.547.5010
 Fax: 201.547.4323

APRIL 19, 2011

1 inch equals 400 feet



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-249
 Agenda No. 10.X
 Approved: APR 27 2011
 TITLE: _____



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
 DESIGNATING THE NINTH AND BRUNSWICK STUDY AREA AS AN AREA IN
 NEED OF REDEVELOPMENT**

WHEREAS, pursuant to NJSA 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to undertake a preliminary investigation to determine whether an area is, or is not, an "area in need of redevelopment", as defined by NJSA 40A:12A-3.; and

WHEREAS, pursuant to NJSA 40A:12A-6.a., such determination shall be made after public notice and public hearing of the Planning Board as provided by NJSA 40A:12A-6.b.; and

WHEREAS, pursuant to NJSA 40A:12A-7.f, the Municipal Council may direct the Planning Board to prepare a redevelopment plan for the adoption by the City Council; and

WHEREAS, the study area contains substandard, dilapidated and obsolete structures, and structures which are detrimental to the safety, health, morals or welfare of the community; and

WHEREAS, the designation of the study area is consistent with smart growth planning principles; and

WHEREAS, the study area consists of Block 420, Lot 2; and

WHEREAS, the Jersey City Planning Board, at its meeting of April 5, 2011, the Planning Board gave a favorable recommendation to the Municipal Council for a determination that the Ninth and Brunswick Study Area is an area in need of redevelopment; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the "Ninth and Brunswick Study Area" be, and hereby is, determined to meet the criteria to be declared "an Area in Need of Redevelopment."

Robert D. Cotter, PP, AICP
 Planning Director

APPROVED:
 APPROVED:
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET

1. Full Title of Resolution:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DESIGNATING THE NINTH AND BRUNSWICK STUDY AREA AS AN AREA IN NEED OF REDEVELOPMENT

2. Name and Title of Person Initiating the Resolution:

Carl Czaplicki, Director, Department of Housing, Economic Development and Commerce

3. Concise Description of the Plan Proposed in the Resolution:

This Resolution declares the "Ninth and Brunswick Study Area" to be an "area in need of redevelopment."

4. Reasons for the Proposed Plan:

The Ninth and Brunswick Study Area, which is Block 420, Lot 2, consists of a series of one- and two-story industrial buildings in fair and poor condition.

5. Anticipated Benefits to the Community:

A determination that the area is in need of redevelopment will allow the city to adopt a redevelopment plan that will help foster redevelopment and renewal on this property.

6. Cost of Proposed Program, Project, etc.: \$0.00, all work done in house

7. Date Proposed Program or Project will commence: Upon Adoption

8. Anticipated Completion Date: N/A

9. Person Responsible for Coordinating Proposed Program, Project, etc.:

Robert D. Cotter, Director, City Planning 547-5050
Jeff Wenger, Principal Planner 547-5453

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.


Division Director

April 14, 2011
Date


Department Director Signature

4/14/11
Date

Report

Concerning the Determination of

the Proposed

NINTH AND BRUNSWICK

STUDY AREA

as

“An Area in Need of Redevelopment”

**The original of this report was signed and sealed
in accordance with N.J.S.A. 40:14A-12**

March 3, 2011

Division of City Planning

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Appendix Ninth and Brunswick Streets Study Area Photographs

Maps

Map 1 Study Area Boundary

I. SURVEY OF CONDITIONS IN THE STUDY AREA

A. Introduction

The Municipal Council of the City of Jersey City, on October 7, 2008 adopted resolution number 08-777, authorizing the Jersey City Planning Board to:

1. Conduct a preliminary investigation of the physical and economic conditions of an area known as the Ninth and Brunswick Study Area, (hereinafter the Study Area) to determine whether or not this Study Area meets the statutory criteria necessary to be declared an "Area in Need of Redevelopment" as outlined in NJSA 40A:12A-5 and NJSA 40A:12A-6; and
2. Propose a Redevelopment Plan for this Study Area if it is found to be in Need of Redevelopment.

B. Boundary Description

The Ninth and Brunswick Study Area consists of one Tax Lot found on one Tax Block in Downtown Jersey City.

Block	Lot
420	2

The boundary of the Study Area is also depicted on Map 1, "Study Area Boundary Map." In the event of a discrepancy between lots listed in the chart and the Map, the Map takes precedence.

C. Local Setting and Background

The Study Area is located in downtown Jersey City, relatively adjacent to the New Jersey Turnpike Newark Bay Extension overpass. The property sits at the dead end of Ninth, Tenth, and Brunswick Streets, and sits across the street from Enos Jones Park and ballfield. The area, though close to residential districts and zoned R-1, is largely occupied by warehousing uses.

D. Transportation Access

The Study Area has limited access, due to being situated at three dead-end roads. However, there is relatively easy access several blocks away to the New Jersey Turnpike.

E. Physical Survey and Analysis

E.1. Physical Survey Methodology - The following methods were used in gathering information and preparing a physical condition survey of the Study Area.

A. Parcel ownership, land use, lot assignments, size and assessed value were obtained from the municipal tax records for each parcel. If necessary, land use categories were modified through field surveys.

B. A physical survey of the building and property was conducted to determine the general physical condition for the parcel, and where necessary to modify characteristics obtained from the tax records. The survey involved an exterior evaluation only. The criteria for evaluating the condition of the buildings and properties consisted of those factors that would indicate the generality of active maintenance and investment, or the lack thereof, in the residence, business, plant or property surveyed. Building and property condition was determined by focusing on certain indicators such as the following: windows, entranceways, siding, brickwork, cornices, sidewalks and curbing, evident rubbish, foundations and retaining walls, fencing, arrangement of driveways, parking and loading areas, relationship of buildings and land use to the surrounding area, condition of pavement and the grounds in general. Factors which weighed against a positive rating included: cracks and fissures in masonry or concrete, broken glass, rotted and deteriorated wood elements, missing or damaged siding sections, evident debris and poor maintenance of the grounds, rusted or broken fencing elements, damaged or missing sidewalk areas and overcrowding or excessive coverage of buildings and land-use. Buildings and properties were classified as Good, Fair, or Poor.

E.2. Study Area Characteristics

The Study Area contains approximately 1.64 acres of property on a single tax lot, and includes the surrounding city streets. The Study Area is a series of attached one- and two-story industrial buildings.

Block 420, Lot 2:

Lot 2 has several attached one- and two-story structures of varied age, building type, and condition:

The northeast corner of the lot has a high one-story warehousing space in poor condition, with large areas of the vinyl siding missing and graffiti. There is no sidewalk along this portion of the lot, the streetside landscaping strip is overgrown and littered, and the paving is poorly maintained.

The northwest corner of the site is also a high one-story warehouse, here constructed of concrete block. Again there is no sidewalk and paving is poorly maintained. This portion of the lot is in fair condition.

The southern portion of the lot is a two-story masonry warehousing/office space. Most windows and doors are closed off with overhead doors. Loading docks open directly onto the sidewalk, potentially interrupting pedestrian movement. This portion of the lot is in fair condition.

The far southwestern corner of the site is enclosed by a tall chain-link fence in poor condition and overrun with garbage, failed curbing and paving, and graffiti. This portion of the lot is in poor condition.

Following is a brief description and the condition of the Study Area:

Block	Lots	Description	Condition
420	2	Northwest corner, masonry warehousing	Fair
		Northeast corner, wood frame construction warehousing	Poor
		South side masonry office/warehousing	Fair
		Southwest corner, masonry warehousing and vacant portion	Poor

II. CRITERIA FOR DETERMINATION OF NEED FOR REDEVELOPMENT

The Study Area may be determined to be in need of redevelopment if, after investigation, notice and hearing, as provided within NJSA 40A: 12A-6, the governing body concludes by resolution that within the study area, any of the following conditions are found:

- a. The generality of buildings are substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air or space, as to be conducive to unwholesome living or working conditions.
- b. The discontinuance of the use of buildings previously used for commercial, manufacturing, or industrial purposes; the abandonment of such buildings; or the same being allowed to fall into so great a state of disrepair as to be untenable.
- c. Land that is owned by the municipality, the county, a local housing authority, redevelopment agency or redevelopment entity, or unimproved vacant land that has remained so for a period of ten years prior to adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.
- d. Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community.
- e. A growing lack or total lack of proper utilization of areas caused by the condition of the title, diverse ownership of the real property therein or other conditions, resulting in a stagnant or

not fully productive condition of land potentially useful and valuable for contributing to and serving the public health, safety and welfare.

f. Areas, in excess of five contiguous acres, whereon buildings or improvements have been destroyed, consumed by fire, demolished or altered by the action of storm, fire, cyclone, tornado, earthquake or other casualty in such a way that the aggregate assessed value of the area has been materially depreciated.

g. In any municipality in which an enterprise zone has been designated pursuant to the "New Jersey Urban Enterprise Zones Act," P.L. 1983, c.303 (C.52:27H-60 et seq.) the execution of the actions prescribed in that act for the adoption by the municipality and approval by the New Jersey Urban Enterprise Zone Authority of the zone development plan for the area of the enterprise zone shall be considered sufficient for the determination that the area is in need of redevelopment pursuant to sections 5 and 6 of P.L. 1992, c.79 (C.40A: 12A-5 and 40A: 12A-6) for the purpose of granting tax exemptions within the enterprise zone district pursuant to the provisions of P.L. 1991, c.431. (C.40A:20-1 et seq.) or the adoption of a tax abatement and exemption ordinance pursuant to the provisions of P.L. 1992, c.441 (C.40A:21-1 et seq.). The municipality shall not utilize any other redevelopment powers within the urban enterprise zone unless the municipal governing body and planning board have also taken the actions and fulfilled the requirements prescribed in P.L. 1992, c.79 (C.40A: 12A-1 et seq.) for determining that the area is in need of redevelopment or an area in need of rehabilitation and the municipal governing body has adopted a redevelopment plan ordinance including the area of the enterprise zone.

h. The designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation.

III. CONCLUSION

A review of the unique characteristics of the Study Area indicates that it qualifies as an "Area in Need of Redevelopment" as defined in NJSA 40A: 12 A-5; meeting the criteria of subsections a., d., and h.

- a. Subsection "a." speaks to the generality of buildings being substandard, dilapidated, or obsolescent, or possessing any of such characteristics, as to be conducive to unwholesome living or working conditions. It is clear that within the Study Area, several of the buildings have become substandard and are not conducive to good working and living conditions. Several buildings in poor and fair condition exhibit conditions that are conducive to unwholesome working and living conditions, such as deteriorating facades and fallen siding, unsafe, poorly maintained, and entirely missing sidewalks and paved areas, graffiti throughout, and a lack of maintenance to the building grounds evidenced by overgrown and dead landscaping and excess litter. The buildings exhibit symptoms of obsolescence such as loading docks crossing the sidewalk, resulting in conflicts with the street and sidewalk traffic in the area.

We conclude that the conditions of Criterion "a" are met.

- d. Subsection "d." speaks to areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, excessive land coverage, deleterious land use or obsolete layout are detrimental to

the safety, health, morals, or welfare of the community. This subsection is applicable to the Study Area. The warehousing portions of the building are poorly arranged by modern standards in that loading and access doors are located immediately on the public right of way. This clearly demonstrates an obsolete layout and faulty arrangement, which is detrimental to the safety and welfare of the community. The property also has areas that appear to be neglected, evidenced by garbage and other debris collecting without clean-up, and weed overgrowth. The property is also marked by graffiti. This property constitutes a deleterious use which is detrimental to the health and safety of the community.

The conditions required for Criterion "d" are met in these instances.

- h.** Subsection "h" speaks to the "Smart Growth" principles of New Jersey. Clearly the redevelopment of deteriorated urban districts and the improvement of the visual environment are directed towards Smart Growth and should be seen as promoting that agenda.

It is the recommendation of City Planning staff that the aforementioned Study Area be determined as an "area in deed of redevelopment," as it qualifies for such a determination under subsections a., d., and h. of NJSA 40A:12A-5. And, moreover, it is recommended that this Area be incorporated into the already-existing Jersey Avenue Tenth Street Redevelopment Plan in order to create a more comprehensive development plan for the area.

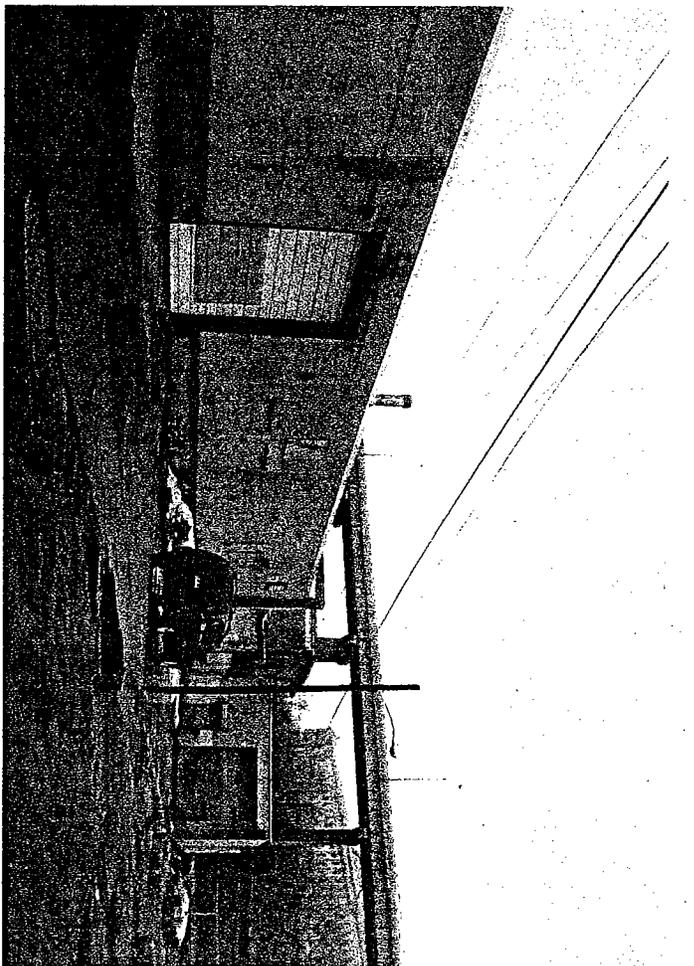
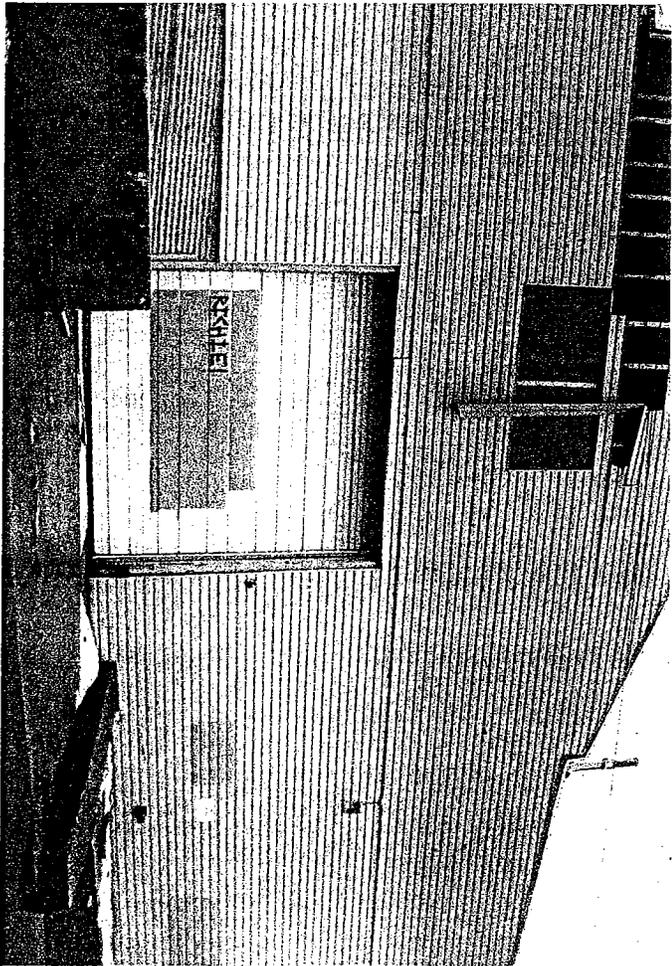
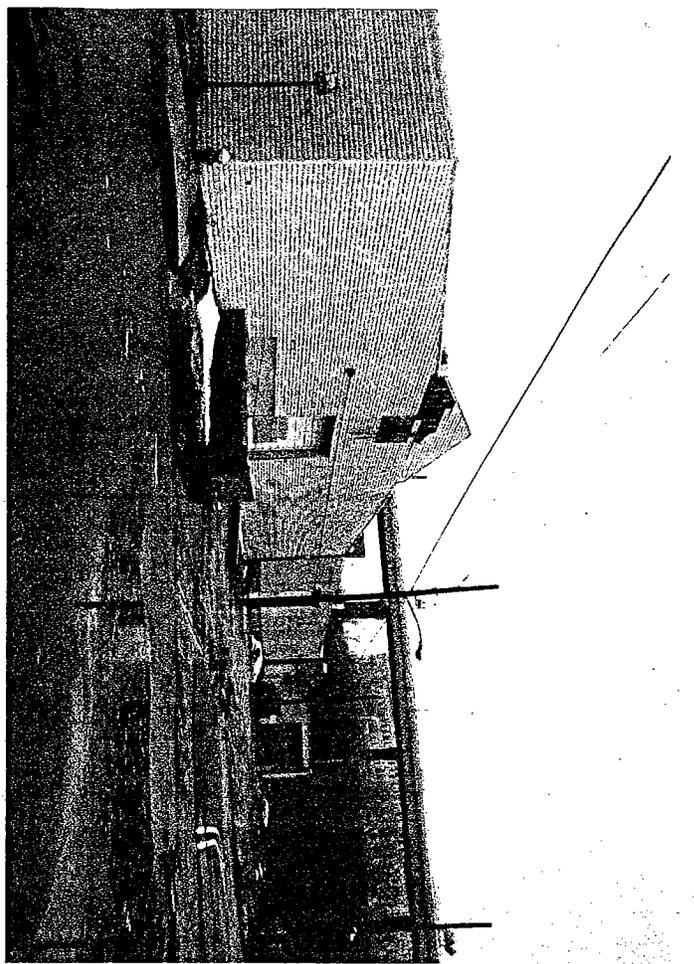
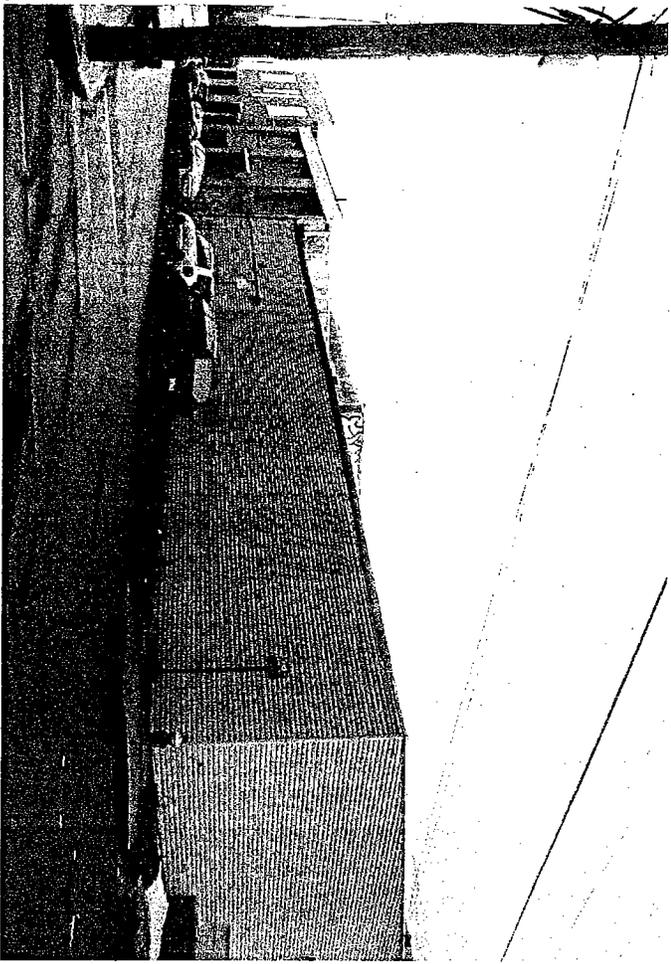
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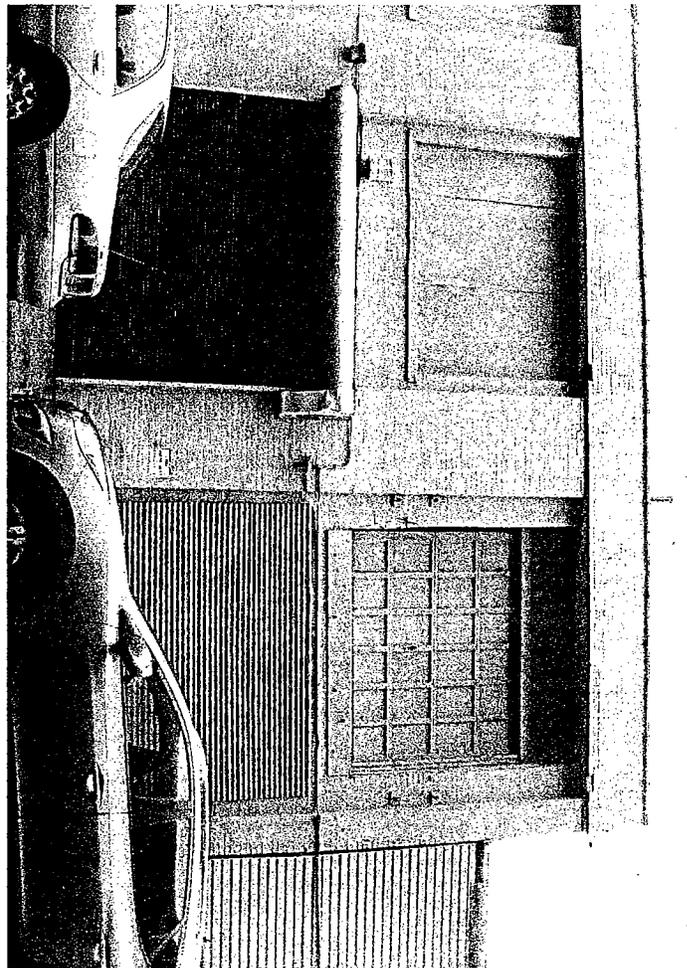
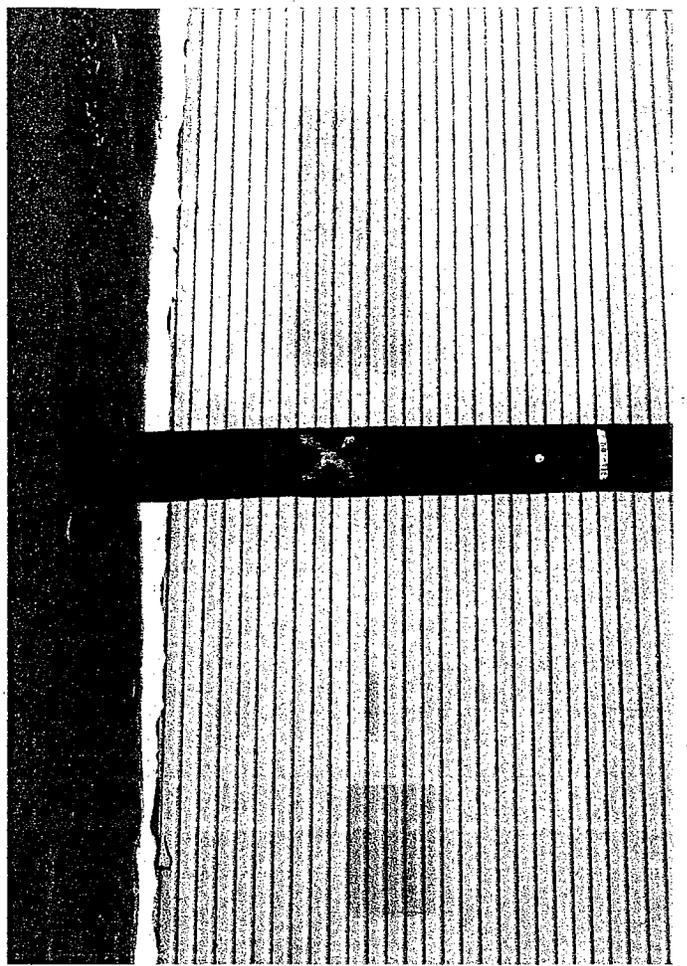
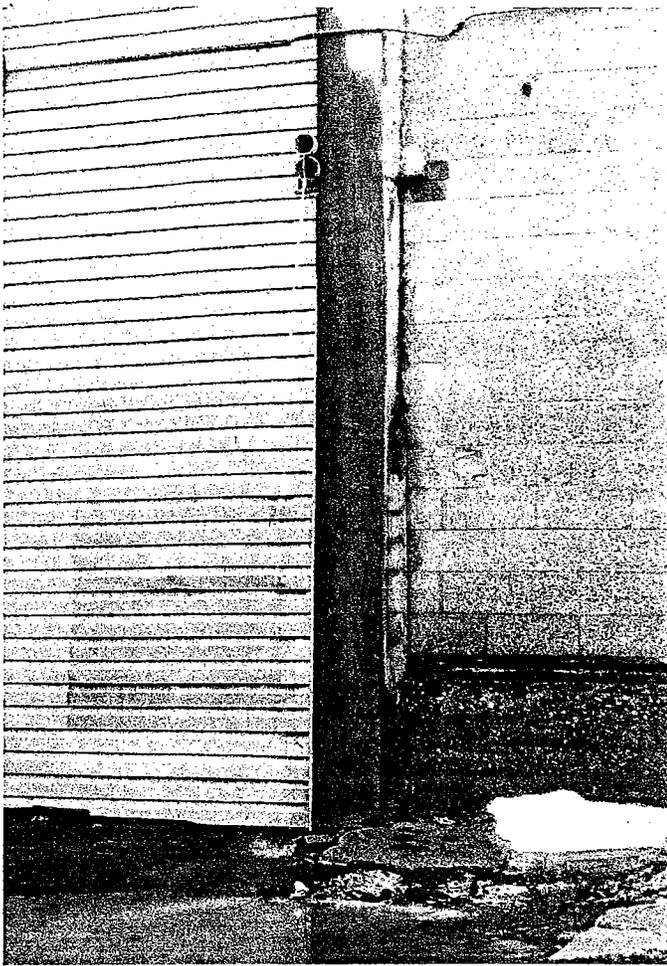


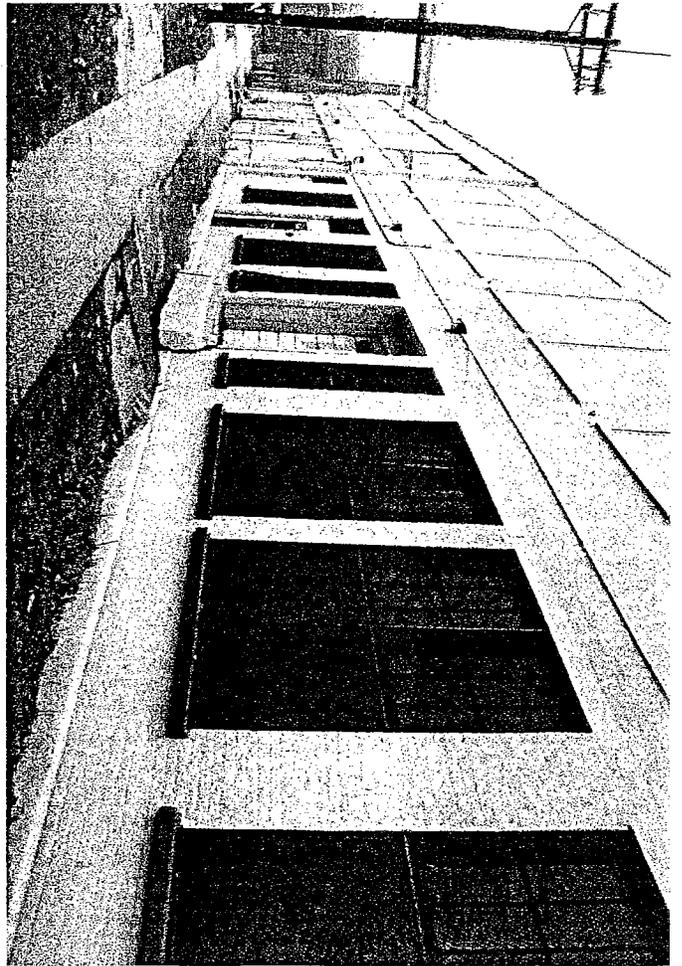
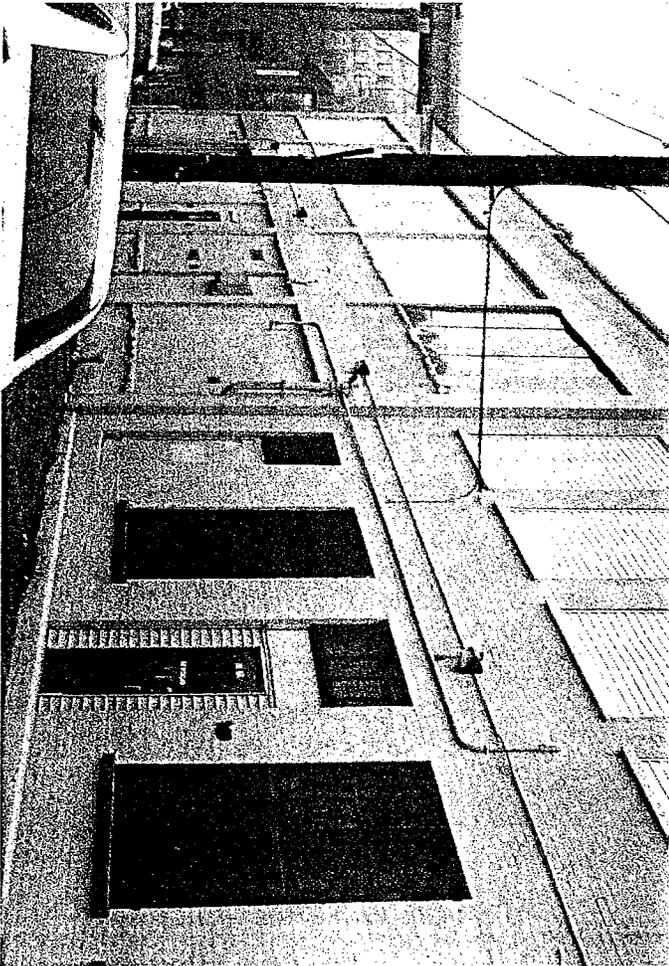
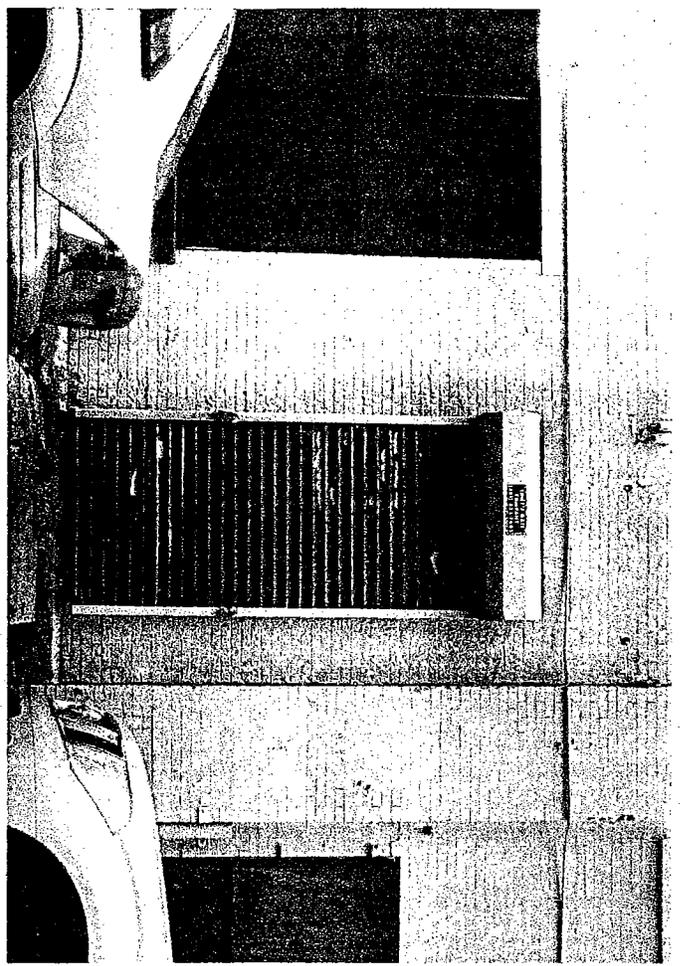
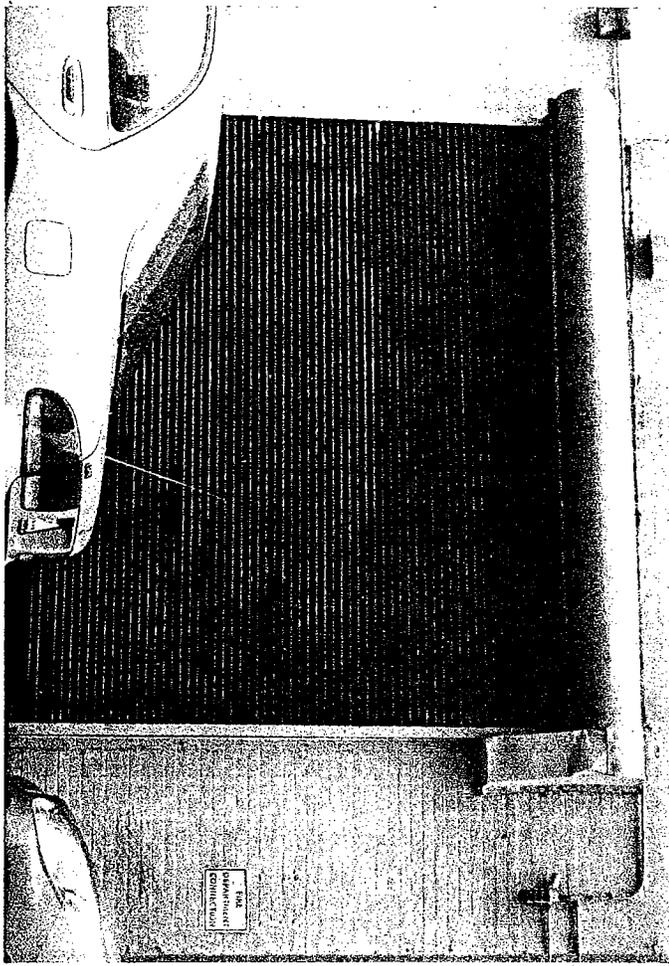
Robert D. Cotter, PP, AICP
Director,
City Planning Division

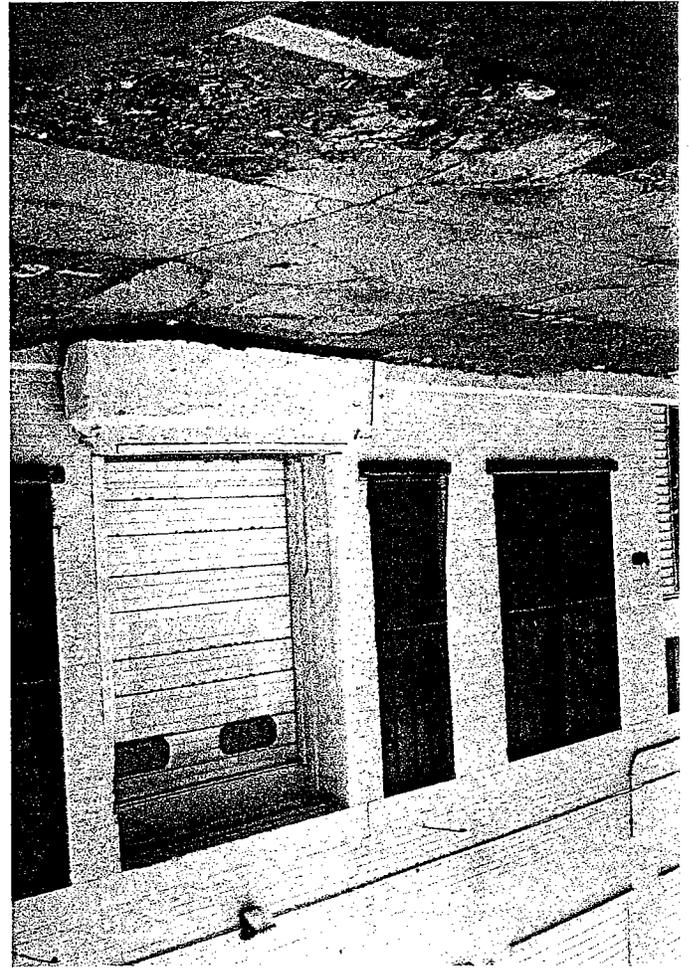
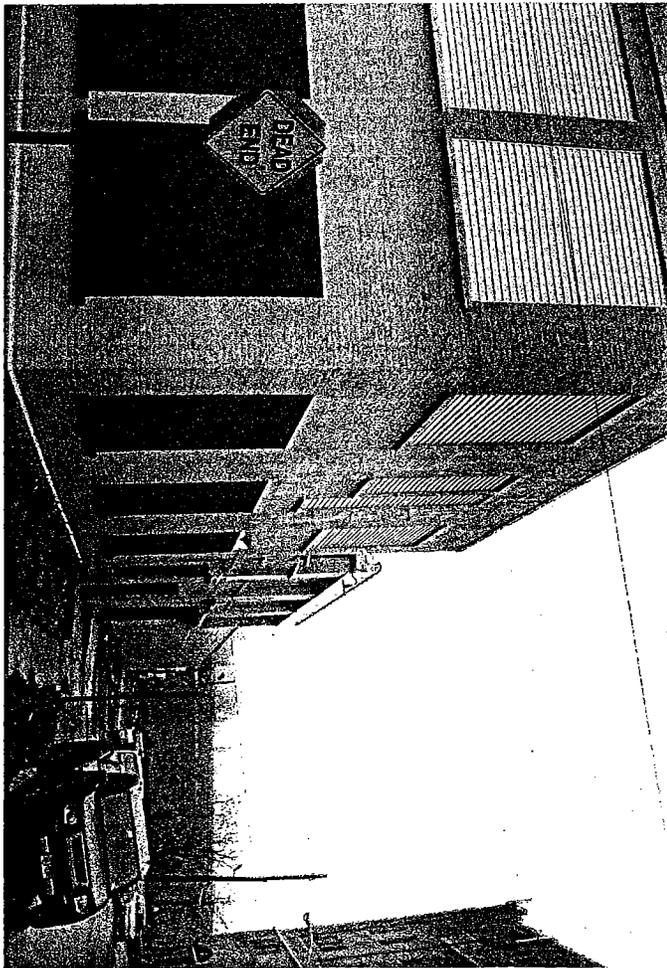
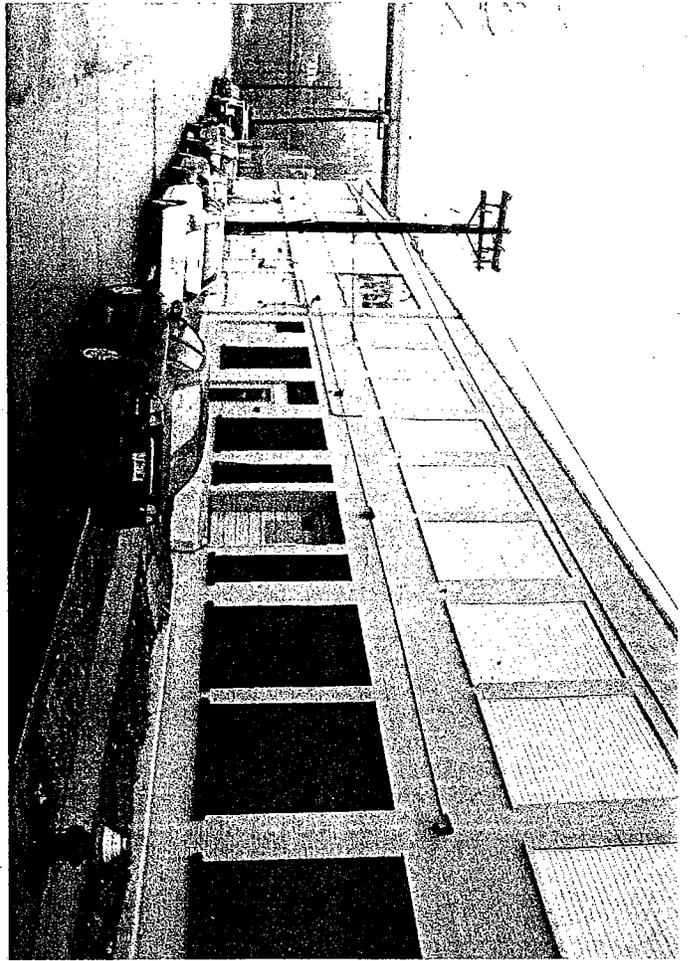
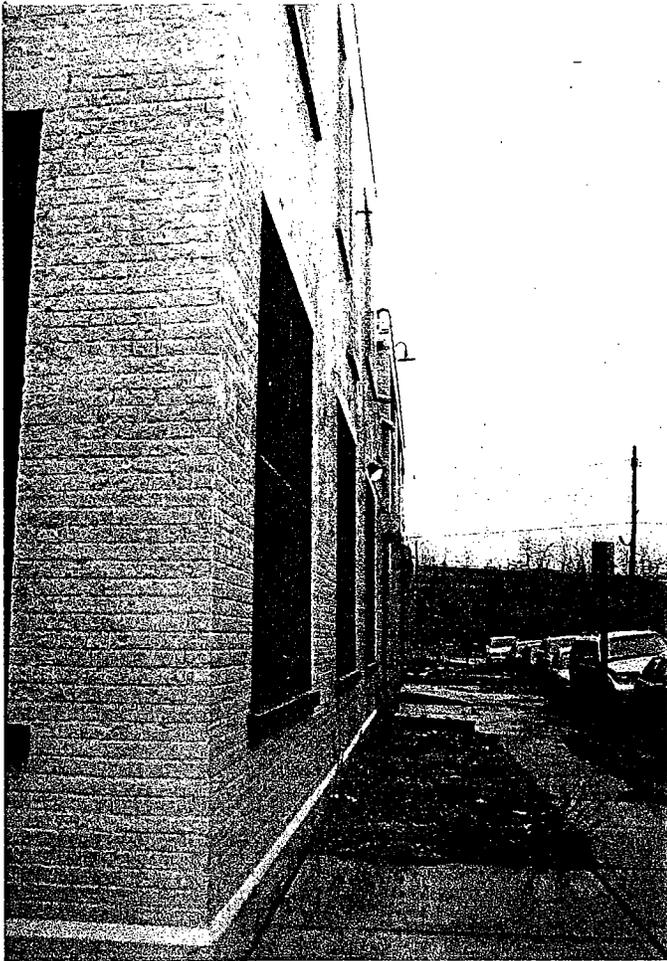


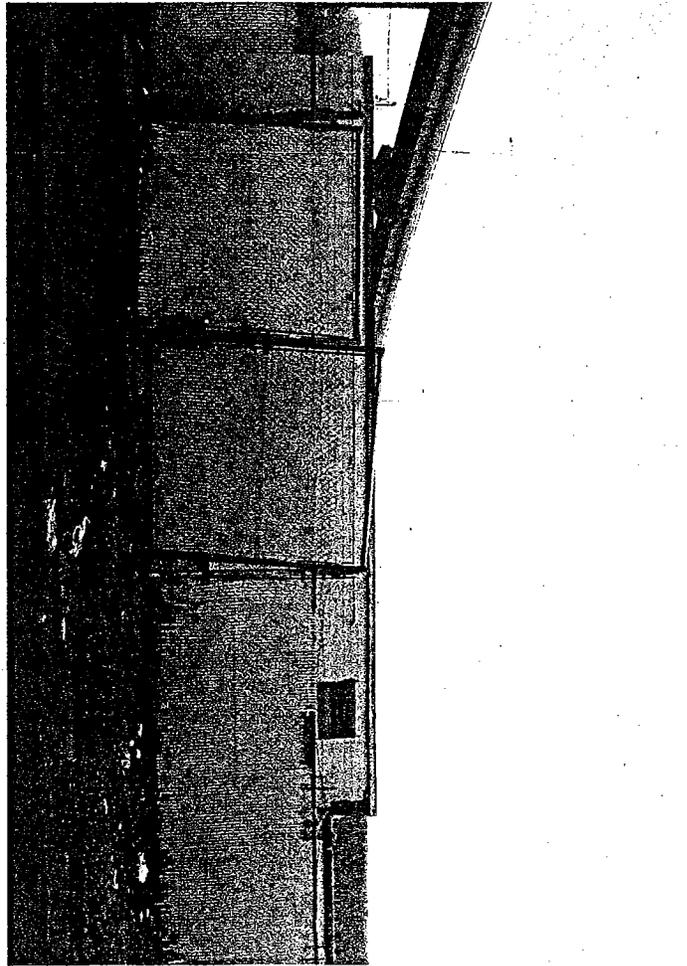
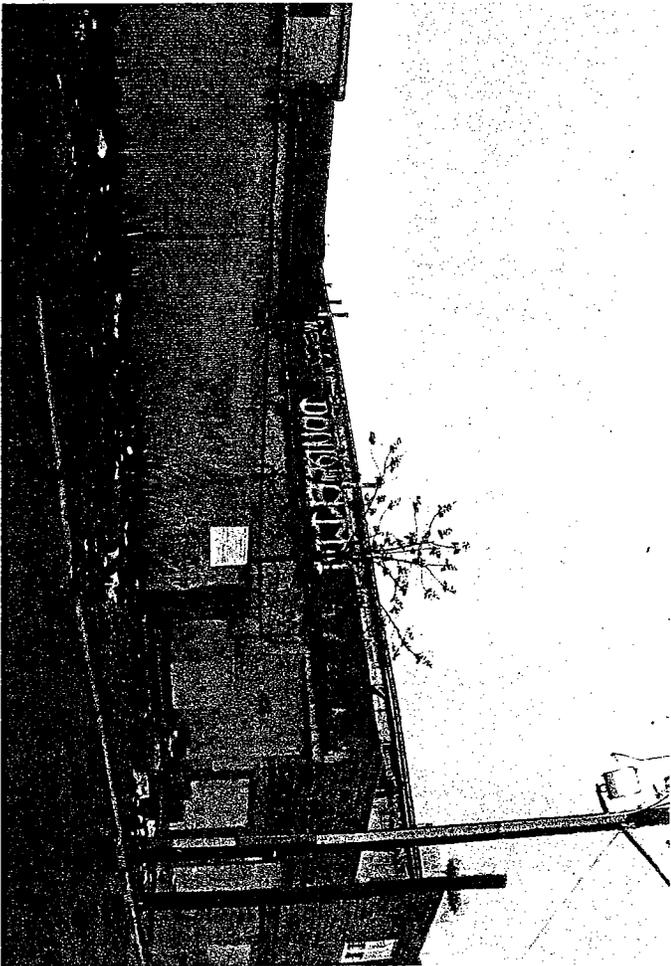
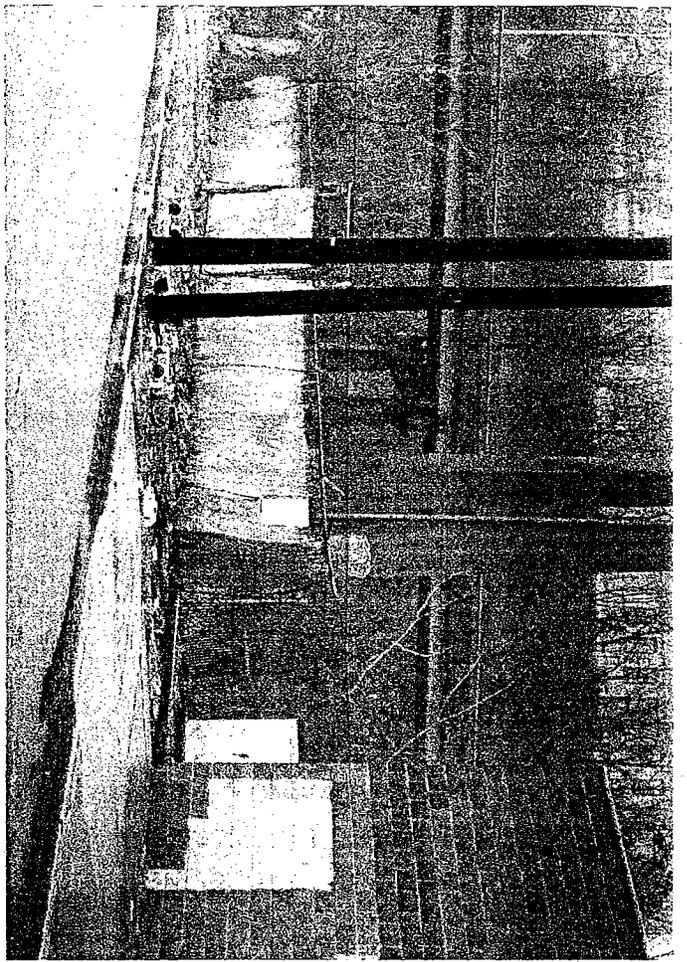
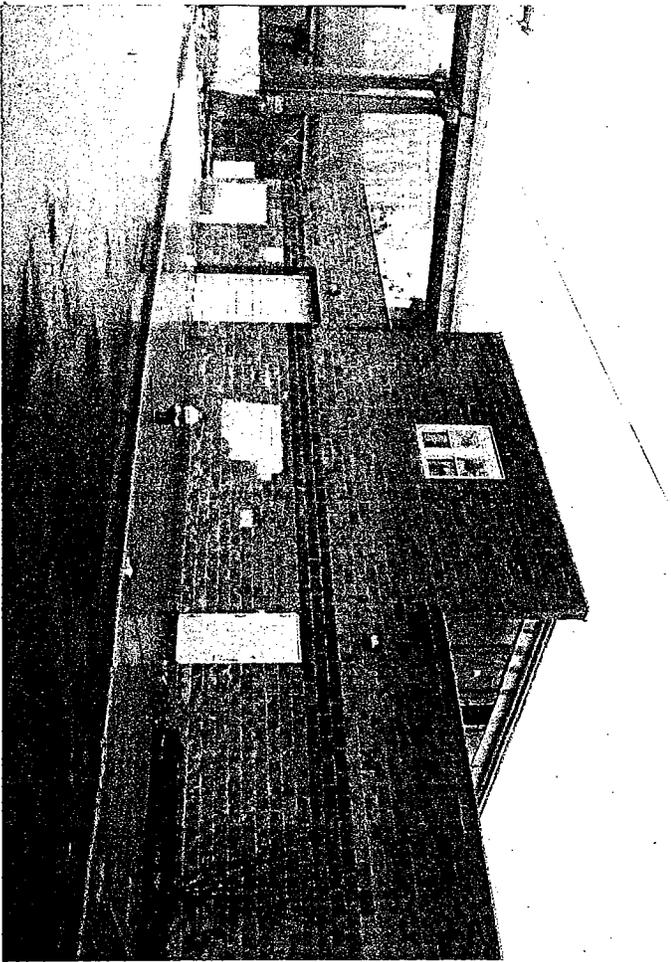
Kristin J. Russell, PP, AICP
Senior Planner

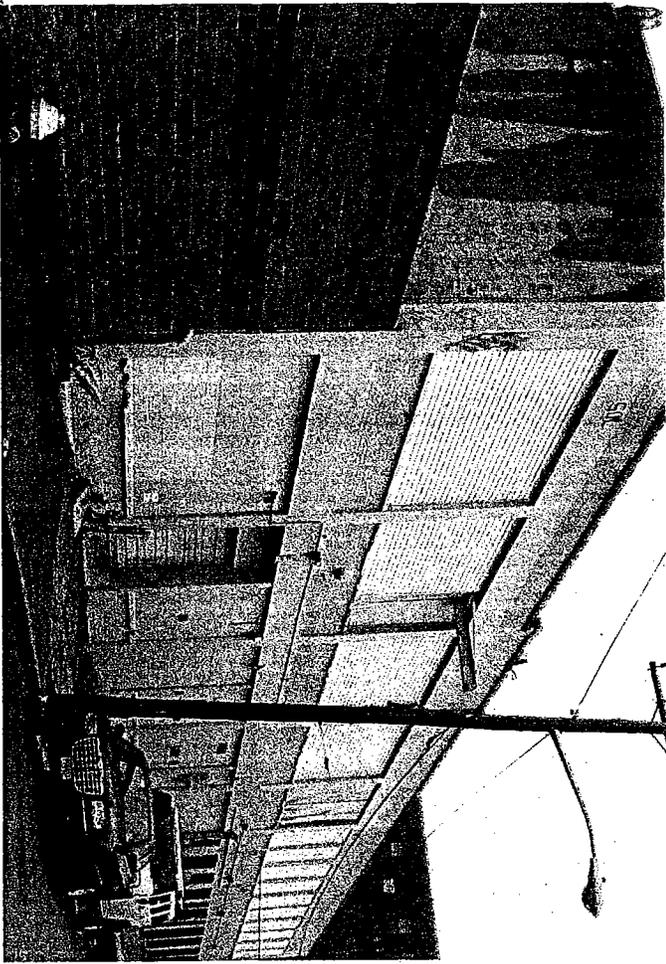


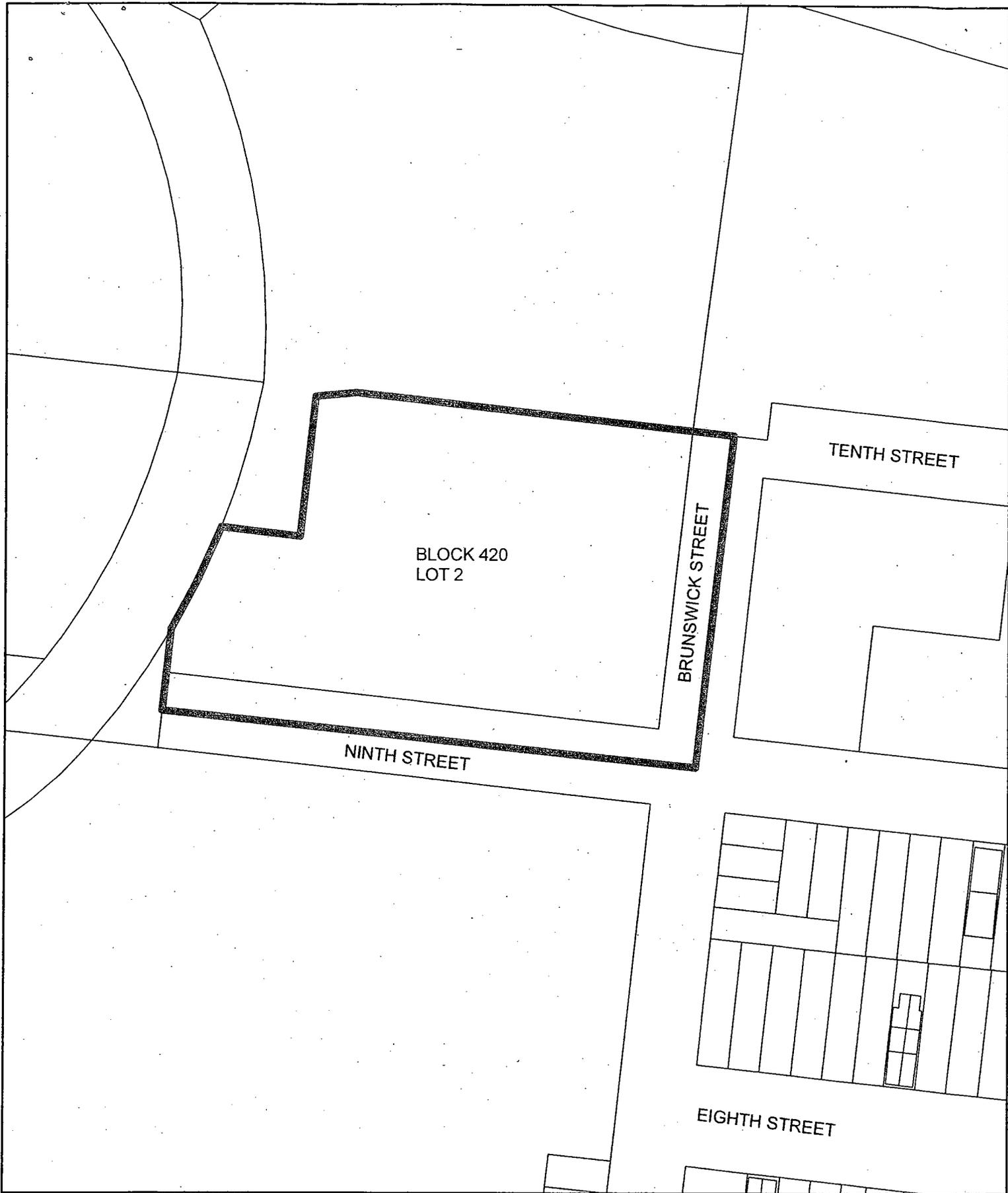












NINTH AND BRUNSWICK STUDY AREA Boundary Map

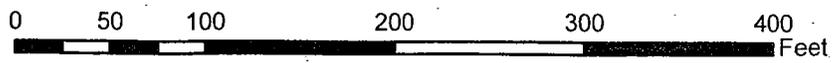
Legend

 boundary



October 7, 2008

1 inch = 100 feet



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-250

Agenda No. 10.Y

Approved: APR 27 2011

TITLE:



RESOLUTION AUTHORIZING EXTENSION OF CONTRACT WITH LIBERTY HUMANE SOCIETY, INC. FOR ANIMAL SHELTER MANAGEMENT SERVICES FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need to provide animal shelter management services for the Department of Health & Human Services; and

WHEREAS, on January 13, 2010 the City of Jersey City (City) approved Resolution No.10-018 10.R awarding a contract to Liberty Humane Society, Inc. (LHS) in the amount of \$283,506 to provide animal shelter management services for the Department of Health & Human Services for a period of twelve months effective November 1, 2009 thru October 31, 2010; and

WHEREAS, on December 15, 2010, Pursuant to N.J.S.A. 40:48-5.1, the City approved Resolution No. 10.Z.13 extending a contract to LHS in the amount of \$141,753 for a period of six months effective November 1, 2010; and

WHEREAS, Pursuant to N.J.S.A. 40:48-5.1, the City desires to extend LHS contract in the amount of \$141,753 for an additional six months effective **May 1, 2011 thru October 31, 2011**; and

WHEREAS, the funds in the amount of \$5,000.00 are available in Account No. 1-201-27-331-314 and the remaining balance will be made available in the City's 2011 Calendar year temporary or permanent budget.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with LHS, in substantially the form attached, to provide animal shelter management services to the City;
2. The contract shall be for a six months term effective as of May 1, 2011 and the total contract amount shall not exceed \$141,753;
3. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2011 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2011 calendar year temporary or permanent budget;
4. This agreement shall be subject to the condition that LHS provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and

J.A.
4/13/11

TITLE:

RESOLUTION AUTHORIZING EXTENSION OF CONTRACT WITH LIBERTY HUMANE SOCIETY, INC. FOR ANIMAL SHELTER MANAGEMENT SERVICES FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby, certify that there are sufficient funds in the amount of \$5,000.00 in Account No. 1-201-27-331-314; P.O. # 102889.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>4/27/11</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

CITY OF JERSEY CITY

Requisition #

0154052

Assigned PO #

Requisition

Vendor
LIBERTY HUMANE SOCIETY
PO BOX 3766
JERSEY CITY NJ 07303

Dept. Bill To
HEALTH DIVISION
1 JOURNAL SQUARE PLAZA, 2ND FL
JERSEY CITY NJ 07306

Dept. Ship To

LI330150

Contact Info
CATHY FRENCH
0000004850

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SVC	ANIMAL SHELTER FOR THE ADMINISTRATION OF THE ANIMAL SHELTER ADDITIONAL SIX MONTH CONTRACT EXTENSION ESTIMATED CONTRACT TOTAL: \$141,753.00 TEMPORARY ENCUMBRANCE : \$5,000.00 (AS PER ATTACHED RESOLUTION & K-AGREEMENT) EFFECTIVE PERIOD OF 5/1/2011 - 10/31/2011 PARTIAL PAYMENT VOUCHERS	0120127331314	5,000.00	5,000.00

Requisition Total 5,000.00

Req. Date: 04/11/2011

Requested By: HENDRICKSC

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

AGREEMENT

AGREEMENT made this ___ day of _____, 2011 between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey ("City") and LIBERTY HUMANE SOCIETY, INC., a non-profit corporation of the State of New Jersey ("Contractor" or "LHS"), P.O. Box 3766, Jersey City, New Jersey

WHEREAS, Liberty Humane Society, Inc. (LHS) provided the City of Jersey City (City) with animal shelter management services under a five year contract which ran from November 1, 2004 through October 31, 2009; and

WHEREAS, LHS provided the services in an effective and efficient manner; and

WHEREAS, N.J.S.A. 40:48-5.1 authorizes a municipality to negotiate and award a contract without public bidding to a nonprofit humane society which has continuously maintained a pound for at least one year; and

WHEREAS, LHS satisfies the requirements of N.J.S.A. 40:48-5.1; and

WHEREAS, Resolution _____ approved on _____, 2011 authorized this Agreement between the City and LHS; and

WHEREAS, LHS will manage the operations of the Jersey City animal shelter for a term of six (6) months effective as of May 1, 2011; and

WHEREAS, the City agrees to pay LHS a semiannual fee of \$141,753.00.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for Contractor to provide animal shelter management services as described in Exhibit A (the City's RFP) and in Exhibit B (Contractor's response).

ARTICLE II

Scope of Services

1. Contractor shall perform for the City all the services as described in the City's Request for Proposals (RFP), Contractor's Proposal dated May 10, 2004, and Contractor's Proposal Clarification letter dated July 6, 2004 (Exhibit C) and incorporated herein by reference (Contract Documents). The contract consists of this Agreement and the Contract

Documents. This Agreement and the Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall govern over the provisions of the Contract Documents and the provisions of the City's RFP shall govern over the Contractor's Proposal dated May 10, 2004 and Contractor's Proposal Clarification letter dated July 6, 2004.

2. The contract term is for six (6) months effective as of May 1, 2011 and ending on October 31, 2011.

3. It shall be the Contractor's responsibility to provide and pay for veterinary services for all animals that become sick while under the Contractor's care at the shelter. It shall be the Contractor's responsibility to transport to the veterinarian animals that become sick at the shelter.

4. Contractor agrees that it will admit to the pound all animals brought by the City.

5. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of Contractor shall require the prior authorization of the governing body of the City.

ARTICLE III Contractual Relationship

1. In performing the services under this Agreement, Contractor shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. Contractor shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work and services are correct and appropriate for the purposes intended.

ARTICLE IV
Compensation and Payment

1. In consideration for providing animal shelter management services, the City shall pay the Contractor a semiannual fee of \$141,753.00 in monthly payments.

2. The Contractor shall invoice the City at the end of each month for one sixth of the semiannual fee. The invoice shall include a summary of the performance of the shelter's operations for the month being billed. This invoice is in addition to the reporting as described in the RFP and the Contractor's Proposal. The Contractor shall provide documentation to support the amount billed. Documentation shall include but not be limited to paid invoices for services or materials purchased by the Contractor, payroll registers, and canceled checks.

ARTICLE V
Insurance

1. Contractor shall purchase and maintain the following insurance during the terms of this Contract:

A. \$1,000,000.00 per incident in personal/general liability insurance and \$50,000.00 in property damage liability insurance. Insurance certificate must name the City of Jersey City as an additional insured.

B. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Contractor in the sum of one hundred thousand dollars (\$100,000) (Statutory).

2. Contractor agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing performance of the management services, Contractor shall furnish the City certificates of insurance.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the term of the contract.

ARTICLE VI
Termination for Cause

1. In the event the performance by the Contractor of the services provided for under this Agreement is unsatisfactory to the City, the City agrees to notify the Contractor, and the Contractor agrees to within thirty (30) days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within thirty (30) days of notice given, the City shall at its sole option be entitled to terminate this Agreement immediately upon written notice to the Contractor unless rectification of such unsatisfactory performance or condition cannot reasonably be completed within such thirty (30) day period but the Contractor shall have commenced to rectify such unsatisfactory performance or condition within such thirty (30) day period and shall be diligently pursuing such cure; provided, that such unsatisfactory performance or condition shall be cured no later than ninety (90) days after the date on which the Contractor was first notified thereof. Contractor is not entitled to any compensation subsequent to receiving notice of termination from the City.

ARTICLE VII
Arbitration

1. Any disputes or claims arising out of this Agreement or breach thereof, with the exception of disputes or claims involving non-payment of fees by the City or a decision by the City to terminate this Agreement, shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.

2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this Agreement.

ARTICLE VIII
Indemnity

1. Notwithstanding the imposition of joint or concurrent liability upon the City by statute, ordinance, rule, regulation, or order, the LHS shall indemnify, defend and hold the City harmless, except for negligence or willful act of City's employees, contractors or agent, against and from any and all liability, fines, suits, claims demands and action, and costs and expenses of any kind or nature during the time of this Agreement that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by LHS, its agents, servants, invitees, and/or employees that result in any

loss of life or property or in any injury or damage to persons or property. If the LHS shall be required to defend any action or proceeding pursuant to this paragraph to which action or proceeding which the City is made a party, the City shall be entitled to appeal, defend or otherwise take part in the matter involved, at its election, by counsel of its own choosing, providing such action by the City does not limit or make void any liability of any insurer of the City or the LHS hereunder in respect to the claim or matter in question; and further providing that such action by the City is at the City's sole cost and expense if such action or proceeding involves a claim which is less than the insurance coverage provided by the LHS therefore. Notwithstanding anything to the contrary herein, the LHS shall have no obligation to indemnify, defend or hold the City harmless pursuant to this Section for any liability, property damage, loss, or personal injury (I) that are caused by the acts or omissions of the City, or any of its employees, contractors or agents; (ii) that occurred prior to the commencement of the term of this Agreement; or (iii) violations of Legal Requirements which exist at the commencement of this Agreement. LHS's liability under this Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

ARTICLE IX
Entire Agreement

1. This Agreement constitutes the entire management agreement between City and Contractor. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XI
Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XII

Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

John Kelly
Business Administrator
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

Alfred Martino
Board President
Liberty Humane Society, Inc.
P.O. Box 3766
Jersey City, NJ 07303

ARTICLE XIII

Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$21,000.00, it shall be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$21,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "D" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$21,000.00).

ARTICLE XIV

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract (contributions made prior to September 23, 2008 are exempt) that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest:

City of Jersey City

Robert Byrne, City Clerk

John Kelly, Business Administrator

Attest:

Liberty Humane Society, Inc.

Alfred Martino, Board President

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-36 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): SHELTER MANAGER

Representative's Signature: Stacie Dabel

Name of Company: Liberty Humane Society

Tel. No.: 201-547-4148 Date: 4/12/11

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of Liberty Humane Society, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: SHELTER MANAGER
Representative's Signature: Stacie Dabolt
Name of Company: Liberty Humane Society
Tel. No.: 201-547-4147 Date: 4/12/11



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT: FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY #	2. ASSIGNED CERTIFICATE NUMBER	ISSUE DATE	EXPIRATION DATE
	35686	07/15/2004	07/15/2011

3. COMPANY NAME
Liberty Humane Society

4. STREET	CITY	COUNTY	STATE	ZIP CODE
235 Jersey City Boulevard	Jersey City, NJ	Hudson	NJ	07305

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
 1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print Name)	SIGNATURE	TITLE	DATE MO. DAY YEAR
Jene Romberger	<i>J Romberger</i>	Office Administrator	11 17 2010

7. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE AND EXTENSION)
235 Jersey City Boulevard	Jersey City	Hudson	NJ	07305	201 547 4447

Identify that the information on this form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE	DIVISION OF REVENUE D.N.A.
---------------	----------------------------

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5423

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Liberty Humane Society

Address: 235 Jersey City Blvd, Jersey City, NJ 07305

Telephone No.: 201-547-4147

Contact Name: Irene Borngraber

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Liberty Humane Society

Address: 235 Jersey City Blvd, Jersey City, NJ 07305

Telephone No.: 201-547-4147

Contact Name: Irene Borngraeber

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0992108 FOR LIBERTY HUMANE SOCIETY INC IS VALID.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-251

Agenda No. 10.Z

Approved: APR 27 2011

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DIMENSION DATA FOR FURNISHING, DELIVERY AND INSTALLATION AN IP PHONE SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF INFORMATION TECHNOLOGY

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need to **Furnishing, Delivery and Installation an IP Phone System for the Department of Health and Human Services Offices located at the MLK HUB Property; and**

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 and allowing municipalities to use State Contracts; and

WHEREAS, **Dimension Data US, 100 Motor Parkway, Suite 158, Happaug, New York 11788** being in possession of **State Contract Number A73979**, will furnish the City of Jersey City, with an IP Phone System in the Total Amount of **Forty Seven Thousand, Eight Forty Three Dollars and Twenty Six (\$47,843.26) Cents; and**

WHEREAS, the City Purchasing Director has certified that he considers said amount to be fair and reasonable; and

WHEREAS, these funds are available for this expenditure in the Account shown below

Department of Administration/Division of Information Technology

Acct. No.	P.O. No.	S.C. No.	Amount
01-201-23-210-640	102771	A73979	\$47,843.26

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Dimension Data**, be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

(Continue on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DIMENSION DATA FOR FURNISHING, DELIVERY AND INSTALLATION AN IP PHONE SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF INFORMATION TECHNOLOGY

J.A. 4/6/11 **RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, *Donna Mauer*, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the account shown below;

Department of Administration/Division of Information Technology			
Acct. No.	P.O. No.	S.C. No.	Amount
01-201-23-210-640.	102771	A73979	\$47,843.26

APPROVED *Peter Folgado*
Peter Folgado, Purchasing Director, RPPO, QPA

APPROVED *Robert Magro*
Robert Magro, Director of Information Technology

APPROVED: _____
APPROVED: *Julia*
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

Certification Required
Not Required

APPROVED 9-0
4/27/11

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk



CITY OF JERSEY CITY
 1 JOURNAL SQUARE PLAZA
 JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER
102771
THIS NUMBER MUST APPEAR ON ALL INVOICES
 CORRESPONDENCE, SHIPPING PAPERS AND
 PACKAGES

PURCHASE ORDER & VOUCHER

CHECK NO. _____
 CHECK DATE _____
 VOUCHER NO. _____
 VENDOR INV.# _____

REQUISITION # **0153736**
 BUYER **STATECONT**

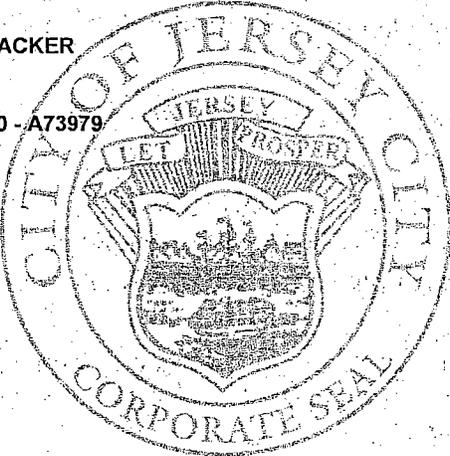
DATE	VENDOR NO.
03/29/2011	DI157750

VENDOR INFORMATION

DIMENSION DATA
 ATTN.: JUDY RULAND
 100 MOTOR PKWY, STE 158
 HAPPAUGE NY 11788

DELIVER TO

INSURANCE FUND
 280 GROVE STREET
 JERSEY CITY NJ 07302

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	HHS PHONE SYSTEM GOODS AND SERVICES REQUIRED TO IMPLEMENT AN IP PHONE SYSTEM FOR THE HEALTH AND HUMAN SERVICES OFFICES LOCATED AT THE MLK HUB PROPERTY QUOTE # 581842 BY EDWARD ACKER NJ STATE CONTRACT # M-7000 - A73979 	01-201-23-210-640	47,843.2600	47,843.26

TAX EXEMPTION NO. **22-6002013**

PO Total **47,843.26**

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE DELIVER TO ADDRESS



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DIMENSION DATA NORTH AMERICA, INC.

Trade Name:

Address: 11006 RUSHMORE DR, STE 300
CHARLOTTE, NC 28277

Certificate Number: 0108615

Effective Date: November 09, 2000

Date of Issuance: March 31, 2011

For Office Use Only:

20110331135912030

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Dimension Data US II, Inc (100%)	11006 Rushmore Drive, Ste. 300, Charlotte, NC 28277

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Dimension Data North America, Inc.

Signed: [Signature] Title: SVP & General Counsel

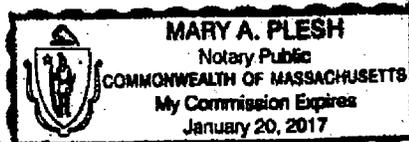
Print Name: Mark Kristiansen Date: 9-27-10

Subscribed and sworn before me this 27 day of September, 2010

My Commission expires: 1-20-2017

Mary A. Plesh
(Affiant)

Mary A. Plesh
(Print name & title of affiant) (Corporate Seal)



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Dimension Data North America (name of business entity) has not made any reportable contributions in the **one-year period preceding 7-10-09 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Dimension Data North America, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Dimension Data North America, Inc.

Signed [Signature] Title: SVP & General Counsel

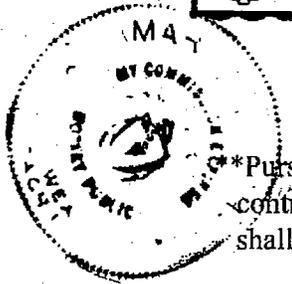
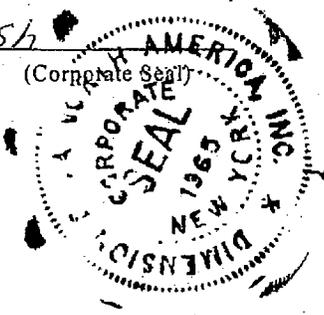
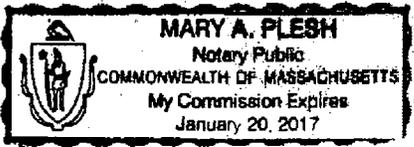
Print Name Mark S. Kristiansen Date: 9-30-10

Subscribed and sworn before me
this 30th day of Sept., 2010.

Mary A. Plesh
(Affiant)

My Commission expires: 1-20-2017

Mary A. Plesh
(Print name & title of affiant) (Corporate Seal)



*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-252
Agenda No. 10.Z.1
Approved: APR 27 2011
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PARA-PLUS TRANSLATIONS, INC. FOR PROVIDING INTERPRETERS FOR MUNICIPAL COURT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) deems it necessary to provide certified, qualified and experienced interpreters to interpret legal proceedings in the City of Jersey City Municipal Court; and

WHEREAS, N.J.S.A. 40A:11-4.1(k) authorizes the City to use competitive contracting to award contracts for interpreting services with the approval of the Director of the Division of Local Government Services; and

WHEREAS, the Director of the Division of Local Government Services approved the use of competitive contracting for this purpose; and

WHEREAS, Resolution 08-609, approved on August 6, 2009, authorized the use of competitive contracting for this purpose; and

WHEREAS, the City advertised for bids pursuant to the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq. and received proposals from INTERNATIONAL INSTITUTE OF NEW JERSEY and PARA-PLUS TRANSLATIONS, INC.; and

WHEREAS, a committee appointed by the Business Administrator, has reviewed the proposals and prepared a report attached hereto, recommending that the contract be awarded to Para-Plus Translations, Inc.; and

WHEREAS, Para- Plus Translations, Inc. agrees to provide interpreting services for a one year period for an amount not to exceed \$100,000.00; and

WHEREAS, funds in the amount of \$40,000.00 are available in Account No. 01-201-43-490-312.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

- 1) Pursuant to N.J.S.A. 40A:11-4.1 et seq., a contract to provide interpreting services to the Jersey City Municipal Court is awarded to Para- Plus Translations, Inc. ;
- 2) The total contract amount shall not exceed the sum of \$100,000;
- 3) The term of the contract shall be for one year commencing on June 1, 2011 and the City shall have an option to renew the contract for two (2) additional one year terms;

TITLE: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PARA-PLUS TRANSLATIONS, INC. FOR PROVIDING INTERPRETERS FOR MUNICIPAL COURT

- 4) Subject to such modification as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement prepared by the Purchasing Agent based on the terms and conditions of the City's Request for Proposals document;
- 5) Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award;
- 6) The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;
- 7) This Agreement shall be subject to the condition that Para-Plus Translations, Inc. provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
- 8) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2011 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2011 calendar year permanent budget and in the subsequent calendar year budget; and
- 9) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, hereby certify that there are sufficient funds in the amount of \$40,000.00 available for the payment of the above resolution in Account No. 01-201-43-490-312.

P.O. No.102964 Temporary Encumbrancy.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk



City of Jersey City

Department of Administration Division Municipal Court

Evaluation and Recommendation

Language Interpreting Services For the Jersey City Municipal Court

April 15, 2011

EXECUTIVE SUMMARY

Two proposals were received on March 3, 2011 in response to the City's RFP for Language Interpreting Services for the Jersey City Municipal Court.

- **International Institute of New Jersey**
- **Para-Plus Translations, Inc.**

The evaluation committee recommends a contract award to Para – Plus Translations, Inc. in the amount not to exceed the sum of \$100,000.

RFP PROCESS

This contract is to be awarded using the “competitive contracting” process under the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1 *et seq.*

As providing Language Interpreting Services is not one of the statutorily permitted uses of competitive contracting, it was necessary to obtain approval from the Division of Local Government Services the first time this process was used. That approval letter is attached.

On August 6, 2008 the City Council approved resolution (08-609) authorizing use of competitive contracting for this project is “to select a vendor and award a contract to provide interpreting services to the Jersey City Municipal Court...” is one of the permitted uses of competitive contracting.

Proposals were received on March 3, 2011.

Proposals were received from:

- **International Institute of New Jersey**
- **Para-Plus Translations, Inc.**

EVALUATION COMMITTEE

The evaluation committee, appointed by the Business Administrator pursuant to N.J.S.A.40A:11-4.1 *et seq* consisted of the following:

- Nesle A. Rodriguez, Chief Judge
- John Mercer, Assistant Business Administrator
- Dominick Pandolfo, Senior Administrative Analyst
- Robert Baker, Fiscal Analyst
- Wendy Razzoli, Management Assistant
- Judith Gousman, Court Administrator

PROJECT OBJECTIVES

Excerpted from the RFP, the Mayor and the Administration of the City seek to address the following related to Municipal Court Operations:

OVERALL GOAL

Provide interpreting services in a variety of languages to non-English speaking persons participating in Municipal Court hearings.

SCOPE OF SERVICES

- When required by the court, Respondent shall provide qualified, competent, and experienced AOC (Administrative Office of the Courts) certified court interpreters to the Jersey City Municipal Court on an as needed basis for all of its scheduled day and evening sessions. There are five “day” sessions a week, Monday through Friday and four “evening” sessions a week, Monday through Thursday. The morning sessions are scheduled from 9:00AM – 12:00PM, afternoon sessions are scheduled 1:00PM- 4:00PM and evening sessions are scheduled 5:00PM – 9:00PM.

- The Respondent shall be solely responsible for the recruitment, screening, qualifying and scheduling of all interpreters assigned to the court. Interpreters may be required to interpret any language especially those listed below. The interpreters are to comply with all applicable New Jersey Administrative Office of the court directives, job specifications, requirements, approvals and qualifications for interpreters.

City of Jersey City- Department of Administration, Division Municipal Court
Evaluation and Recommendation: Language Interpreting Services for the Jersey City Municipal Court
April 15, 2011

• The Respondent shall provide interpreting services for all the languages subscribed below but not limited to the following languages:

- Arabic
- Cantonese
- Chinese
- Czech
- French
- Greek
- Gujarati
- Hebrew
- Hindi
- Japanese
- Korean
- Mandarin
- Persian
- Polish
- Serbo-Croatian
- Sign - Language
- Spanish *
- Tagalog
- Urdu
- Yiddish
- American Sign Language

- Respondent will be required to provide interpreting services “as needed” during normally scheduled court sessions when required by the court. Respondent will be notified in advance. The court reserves the right to request interpreters on short notice when necessary, for instance twenty-four (24) hours in advance.
- * Please note the court currently has a full time “staff” Spanish Interpreter for the day shift. Spanish Interpreting services will be requested on an as needed basis when the full time “staff” Spanish Interpreter is out on Vacation or Sick.

EVALUATION CRITERIA

The proposals were evaluated according to the criteria below (excerpted from the RFP):

a. Required Format: 10 points

The committee will determine the extent to which the proposal includes the required sections (Title page, Table of contents, etc). One (1) point will be awarded for each section; there are ten sections in total.

b. Ability to conform to City’s scheduling demands: 15 points

The City endeavors to provide adequate notice when scheduling interpreters. The Respondent should provide in detail how they will acquire an interpreter on short notice, in addition to showing how they will be responsive to the City’s and the Court’s needs.

c. Administrative Office of the Courts (AOC) Registry of Interpreters

and Interpretation/Translation Agencies: 25 points

According to the AOC website (<http://www.judiciary.state.nj.us/interpreters/reg1.htm>),

“This Registry constitutes the approved vendor list for contracting interpreters, whether directly with individual private contractors or agencies, whether for services to be delivered on site or by telephone. Vicinage Coordinators of Interpreting Services and their assistants should contract only the interpreters and agencies listed herein.

Vendors must document their inclusion in the AOC Registry.

d. Prior experience: 5 points

Proposals which include documentation including references of successful engagements in municipalities of similar size (population 240,000 and diversity will be viewed more favorably. This section should include client references (including contact information) and details of the engagement.

e. Personnel assigned: 10 points

Through this project, the City will be reinforcing its reputation as a world class city, and is therefore entitled to expect world class credentials and experience from the consultants which it employs. Resumes of consultant personnel will be scrutinized to ensure this requirement is met. Proposals which provide detailed accounts of team Interpreting and applicable experience will be viewed more favorably.

f. Cost: 30 points

The winning proposal will not necessarily be that with the lowest cost, but that which provides the greatest value to the City. Proposals should provide detailed breakdowns on the cost components, including out-of-scope services which are not covered in the main sections of the document.

- Detailed breakdown provided (15 points)
- Pricing appropriate to project (15 points)

g. Commitment to diversity: 5 points

Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE), and/or Locally Owned Business Enterprises (LBE) consistent with the City's policies, should be described.

Response weights

For each of the above written response criteria, the committee determined the extent to which the requirements were fulfilled. This was scored from 0 to 2, as follows:

- 0 No requirements met
- 1 Some or most requirements met

2 All requirements met or exceeded

Each criterion was weighted by the extent to which the requirements are met and the resultant scores totaled, with 200 being the highest possible score.

For example, a Proposal containing no detailed timeline would be scored as:

$$5 \text{ points} \times 0 \text{ (No requirements met)} = 0 \text{ points}$$

A Proposal containing a detailed, aggressive timeline would be scored as:

$$5 \text{ points} \times 2 \text{ (all requirements met or exceeded)} = 10 \text{ points}$$

The resultant scores were totaled, with 200 being the highest possible scores.

FINAL EVALUATION

Based on the written response, each evaluator ranked the finalists.
The highest possible score was 200.

Vendor proposals were scored as follows:

Vendor/Evaluator	Baker	Gousman	Mercer	Pandolfo	Razzoli	Rodriguez
International Institute of New Jersey	114	117	135	105	119	84
Para-Plus Translations, Inc.	168	195	160	131	133	124

Detailed evaluator spreadsheets are contained in this document.

In general, it was agreed that Para – Plus Translations, Inc. will provide the best services for the Jersey City Municipal Court. In comparison with International Institute of New Jersey, they detailed highly qualified interpreters, shorter notification and emergency coverage times, vast experience in Court services and superior interpreter rates.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 08-609
 Agenda No. 10.7.12
 Approved: AUG - 6 2008
 TITLE:



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR INTERPRETING SERVICES FOR THE JERSEY CITY MUNICIPAL COURT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) desires to award a contract for interpreting services for the Jersey City Municipal Court; and

WHEREAS, interpreting services are essential to the operations of the Municipal Court as some 40 languages are spoken in Jersey City; and

WHEREAS, N.J.S.A. 40A:11-4.1(k) authorizes the City to use competitive contracting to award a contract for "the operation, management, or administration of other services with the approval of the Director of the Division of Local Government Services"; and

WHEREAS, the Director of the Division of Local Government Services has given her approval to use competitive contracting to award a contract for interpreting services for the Jersey City Municipal Court; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1 et seq;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq is authorized for awarding a contract for interpreting services for the Jersey City Municipal Court.

APPROVED: _____ APPROVED AS TO LEGAL FORM _____

APPROVED: B O'Keefe
 Business Administrator

Russell Reddy
 Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 6-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/6/08											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	ABSENT			FLOOD	ABSENT		
LIPSKI		ABSENT		RICHARDSON	✓			VEGA, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Mariano Vega, Jr.
 Mariano Vega, Jr., President of Council

Robek Byrne
 Robek Byrne, City Clerk



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS

JON S. CORZINE
Governor

JOSEPH V. DORIA, J.
Commissioner

July 17, 2008

Mr. Brian O'Reilly
Business Administrator
City of Jersey City
Office of the Business Administrator
City Hall - Room 108
280 Grove Street
Jersey City, New Jersey 07302

Dear Mr. O'Reilly:

This is in response to your letter of July 9, 2008, requesting authorization to use the competitive contracting process, pursuant to N.J.S.A. 40A:11-4.1k, to secure proposals for the provision of interpreter services required by the Jersey City Municipal Court.

Based on your written submission, we reviewed your request by considering the level and characteristics of the service and the competition in the marketplace. We concluded the subject is consistent with the intent of the statutory provisions encouraging competitive contracting for only this particular contract.

In your development and implementation of a competitive contracting process, we call your attention to compliance with the statutory (N.J.S.A. 40A:11-4.1 et seq.) and regulatory (N.J.A.C. 5:34-4.1 et seq.) provisions of the process. While we will not review the actual application of the evaluation criteria or how a contractor was selected based on such criteria, we rely on the City's ability to apply the criteria in a non-discriminatory manner. Further, the term of the contract may be for a term not to exceed five years.

If you have any questions regarding this letter or concerns with competitive contracting procedures, please do not hesitate to contact Joseph Valenti of my staff at (609) 292-7842 for further assistance.

Sincerely,

Susan Jacobucci, Director
Division of Local Government Services

SJ-JAV:jp

c: John Mercer, Assistant Business Administrator, Jersey City





City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Municipal Court Interpreters

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Robert Baker, SR.
Print Name

Robert Baker, SR.
Signature

4/8/11
Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Municipal Court Interpreters

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

John M. Greer

Print Name

[Handwritten Signature]

Signature

4/13/11

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Municipal Court Interpreters

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Judith A. Gousman

Print Name

Judith A. Gousman

Signature

4-8-11

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Municipal Court Interpreters

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DOMINICK PANDOLFO
Print Name

Dominick Pandolfo
Signature

04/13/2011
Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Municipal Court Interpreters

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Wendy A. Razzoli

Print Name

Wendy A. Razzoli

Signature

4-8-11

Date

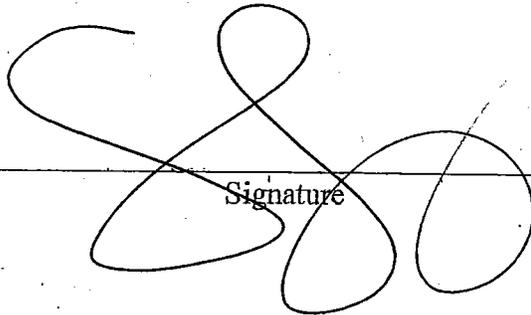
Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Municipal Court Interpreters

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Nesle A. Rodriguez
Print Name


Signature

4/8/11
Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.

Evaluation of Interpreter Proposals					
		Robert Baker			
		International Institute of New Jersey		Para-Plus. Translations, Inc	
Criteria	Points	Response Weight (0,1,or 2)	Total	Response Weight (0,1,or 2)	Total
a. Required Format (10pts. - 1 pt. each)					
Title Page	1	1	1	1	1
Table of Contents	1	1	1	2	2
Executive Summary	1	1	1	2	2
Background	1	1	1	2	2
Scope	1	1	1	2	2
City of Jersey City Responsibilities	1	1	1	2	2
Staffing	1	0	0	2	2
Assumptions	1	1	1	1	1
Timing & Fees	1	1	1	2	2
Appendices/Others	1	1	1	2	2
b. Ability to Confirm to City's Scheduling Demands (15 pts.)	15	2	30	30	30
c. AOC Registry of Interpreters & Agencies (25 pts.)	25	1	25	25	25
d. Prior Experience (5 pts.)	5	1	5	10	10
e. Personal Assigned (10 pts.)	10	1	10	20	20
f. Cost (30 pts.)	30	1	30	60	60
g. Diversity (5 pts.)	5	1	5	5	5
	100		114		168
RANK:			2		1
Response Weight:					
0 = No requirements met					
1 = Some or most requirements met					
2 = All requirements met or exceeded					

Evaluation of Interpreter Proposals					
		Judith Gousman			
		International Institute of New Jersey		Para-Plus. Translations, Inc	
Criteria	Points	Response Weight (0,1,or 2)	Total	Response Weight (0,1,or 2)	Total
a. Required Format (10pts. - 1 pt. each)					
Title Page	1	2	2	2	2
Table of Contents	1	2	2	2	2
Executive Summary	1	1	1	2	2
Background	1	1	1	2	2
Scope	1	2	2	2	2
City of Jersey City Responsibilities	1	1	1	2	2
Staffing	1	0	0	2	2
Assumptions	1	1	1	2	2
Timing & Fees	1	1	1	2	2
Appendices/Others	1	1	1	2	2
b. Ability to Confirm to City's Scheduling Demands (15 pts.)	15	2	30	2	30
c. AOC Registry of Interpreters & Agencies (25 pts.)	25	1	25	2	50
d. Prior Experience (5 pts.)	5	1	5	2	10
e. Personal Assigned (10 pts.)	10	1	10	2	20
f. Cost (30 pts.)	30	1	30	2	60
g. Diversity (5 pts.)	5	1	5	1	5
	100		117		195
RANK:			2		1
Response Weight:					
0 = No requirements met					
1 = Some or most requirements met					
2 = All requirements met or exceeded					

Evaluation of Interpreter Proposals					
		John Mercer			
		International Institute of New Jersey		Para-Plus. Translations, Inc	
Criteria	Points	Response Weight (0,1,or 2)	Total	Response Weight (0,1,or 2)	Total
a. Required Format (10pts. - 1 pt. each)					
Title Page	1	2	2	2	2
Table of Contents	1	2	2	2	2
Executive Summary	1	2	2	2	2
Background	1	2	2	2	2
Scope	1	2	2	2	2
City of Jersey City Responsibilities	1	2	2	2	2
Staffing	1	2	2	2	2
Assumptions	1	2	2	2	2
Timing & Fees	1	2	2	2	2
Appendices/Others	1	2	2	2	2
b. Ability to Confirm to City's Scheduling Demands (15 pts.)	15	1	15	2	30
c. AOC Registry of Interpreters & Agencies (25 pts.)	25	2	50	2	50
d. Prior Experience (5 pts.)	5	1	5	1	5
e. Personal Assigned (10 pts.)	10	1	10	2	20
f. Cost (30 pts.)	30	1	30	1	30
g. Diversity (5 pts.)	5	1	5	1	5
	100		135		160
RANK:			2		1
Response Weight:					
0 = No requirements met					
1 = Some or most requirements met					
2 = All requirements met or exceeded					

Evaluation of Interpreter Proposals					
		Dominick Pandolfo			
		International Institute of New Jersey		Para-Plus Translations Inc	
Criteria	Points	Response Weight (0,1,or 2)	Total	Response Weight (0,1,or 2)	Total
a. Required Format (10pts. - 1 pt. each)					
Title Page	1	2	2	2	2
Table of Contents	1	2	2	2	2
Executive Summary	1	1	1	2	2
Background	1	1	1	2	2
Scope	1	1	1	2	2
City of Jersey City Responsibilities	1	2	2	1	1
Staffing	1	1	1	2	2
Assumptions	1	2	2	0	0
Timing & Fees	1	2	2	2	2
Appendices/Others	1	1	1	1	1
b. Ability to Confirm to City's Scheduling Demands (15 pts.)	15	1	15	2	30
c. AOC Registry of Interpreters & Agencies (25 pts.)	25	1	25	1	25
d. Prior Experience (5 pts.)	5	1	5	1	5
e. Personal Assigned (10 pts.)	10	1	10	2	20
f. Cost (30 pts.)	30	1	30	1	30
g. Diversity (5 pts.)	5	1	5	1	5
	100		105		131
RANK:			2		1
Response Weight:					
0 = No requirements met					
1 = Some or most requirements met					
2 = All requirements met or exceeded					

Evaluation of Interpreter Proposals					
		Wendy Razzoli			
		International Institute of New Jersey		Para Plus Translations, Inc	
Criteria	Points	Response Weight (0,1,or 2)	Total	Response Weight (0,1,or 2)	Total
a. Required Format (10pts. - 1 pt. each)					
Title Page	1	2	2	2	2
Table of Contents	1	1	1	2	2
Executive Summary	1	1	1	2	2
Background	1	1	1	2	2
Scope	1	2	2	2	2
City of Jersey City Responsibilities	1	2	2	2	2
Staffing	1	0	0	2	2
Assumptions	1	2	2	0	0
Timing & Fees	1	2	2	2	2
Appendices/Others	1	1	1	2	2
b. Ability to Confirm to City's Scheduling Demands (15 pts.)	15	2	30	2	30
c. AOC Registry of Interpreters & Agencies (25 pts.)	25	1	25	1	25
d. Prior Experience (5 pts.)	5	1	5	1	5
e. Personal Assigned (10 pts.)	10	1	10	2	20
f. Cost (30 pts.)	30	1	30	1	30
g. Diversity (5 pts.)	5	1	5	1	5
	100		119		133
RANK:			2		1
Response Weight:					
0 = No requirements met					
1 = Some or most requirements met					
2 = All requirements met or exceeded					

Evaluation of Interpreter Proposals					
		Nesle Rodriguez			
		International Institute of New Jersey		Para-Plus Translations, Inc	
Criteria	Points	Response Weight (0,1,or 2)	Total	Response Weight (0,1,or 2)	Total
a. Required Format (10pts. - 1 pt. each)					
Title Page	1	2	2	2	2
Table of Contents	1	2	2	2	2
Executive Summary	1	0	0	1	1
Background	1	0	0	1	1
Scope	1	1	1	1	1
City of Jersey City Responsibilities	1	1	1	1	1
Staffing	1	0	0	2	2
Assumptions	1	1	1	1	1
Timing & Fees	1	1	1	1	1
Appendices/Others	1	1	1	2	2
b. Ability to Confirm to City's Scheduling Demands (15 pts.)	15	1	15	1	15
c. AOC Registry of Interpreters & Agencies (25 pts.)	25	1	25	2	50
d. Prior Experience (5 pts.)	5	0	0	0	0
e. Personal Assigned (10 pts.)	10	0	0	1	10
f. Cost (30 pts.)	30	1	30	1	30
g. Diversity (5 pts.)	5	1	5	1	5
	100		84		124
RANK:			2		1
Response Weight:					
0 = No requirements met					
1 = Some or most requirements met					
2 = All requirements met or exceeded					

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-253

Agenda No. 10.Z.2

Approved: APR 27 2011

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PABCO INDUSTRIES FOR FURNISHING AND DELIVERING BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARKS MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Director of Purchasing within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for furnishing and delivering **Beam Clay Baseball Diamond Mix** for the **Department of Public Works/Division of Park Maintenance**; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Three (3) Bids**, the lowest responsive and responsible bid being that from **Pabco Industries**, 166 Frelinghuysen Avenue, Newark, New Jersey 07114 in the total bid amount of **One Hundred Six Thousand, Nine Hundred Twenty dollars, (\$106,920.00)**; and

WHEREAS, the City has the option to extend the contract for Two additional one year terms; and

WHEREAS, the City's Director of Purchasing has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of **Ten Thousand (\$10,000.00) Dollars** is available in the calendar year 2011 temporary budget; and

WHEREAS, the funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

D.P.W./Division of Parks & Forestry

Account No.	P.O #	Amount
01-201-28-375-209	102926	\$10,000.00 Temp. Encumb

WHEREAS, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2011, 2012, 2013 and 2014 temporary and permanent budgets; and

WHEREAS, if funds are not available for the contract in the 2011, 2012, 2013 and 2014 temporary and permanent budgets, the contract will be terminated; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Pabco Industries** be accepted and that a contract be awarded to said company in the above amount and the City's Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PABCO INDUSTRIES FOR FURNISHING AND DELIVERING BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARKS MAINTENANCE

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq. and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 01-201-28-375-209

D.P.W./Division of Parks & Forestry	Account No.	P.O #	Amount
	01-201-28-375-209	102926	\$10,000.00 Temp. Encumb.

Approved by Peter Folgado 4/18/11
Peter Folgado, Director of Purchasing

APPROVED: Robert Rodley 4/19/11
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM [Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 9-0
4/27/11

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET
OF BID RECEPTION**

FULL TITLE OF RESOLUTION

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PABCO INDUSTRIES LLC., FOR FURNISHING AND DELIVERING BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

PERSON AND DEPARTMENT REQUESTING BID RECEPTION:

Rodney Hadley, Director of Public Works

PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:

Peter Folgado, Director of Purchasing

NUMBER OF PROPOSAL PICKED-UP:

Seven (7)

DATE BIDS WERE PUBLICLY RECEIVED:

April 7, 2011

NUMBER OF BIDS RECEIVED:

Three (3)

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

Furnish and Deliver Beam Clay Baseball Diamond Mix fro the Department of Public Works / Division of Park Maintenance.

BIDDER'S INFORMATION:

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

		Grand Total Bid Price
1)	Landscape Material, Inc 311 Roycefield Road Hillsborough, NJ 08844	\$45,315.00 * As per Director of Public Works, Product is not an Approved Equal.
2)	Pabco Industries, LLC 166 Frelinghuysen Avenue Newark, NJ 07114	\$106,920.00
3)	Barbaro Nursey, Corp 1600 Rail Road Avenue Holbrook, NY 11741	\$112,365.00

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

**I CERTIFY THAT ALL THE FACTS
HAVE BEEN PRESENTED**

Date 4/19/11

Peter Folgado
Director of Purchasing, RPPO, QPA

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
PABCO INDUSTRIES, L.L.C.
TAXPAYER IDENTIFICATION#:
222-895-139/000
ADDRESS:
166 FRELINGHUYSEN AVE
NEWARK NJ 07114
EFFECTIVE DATE:
06/10/88
FORM-BRC(08-01)

TRADE NAME:
PABCO INDUSTRIES
SEQUENCE NUMBER:
0099926
ISSUANCE DATE:
12/03/02

John S. Tully
Acting Director

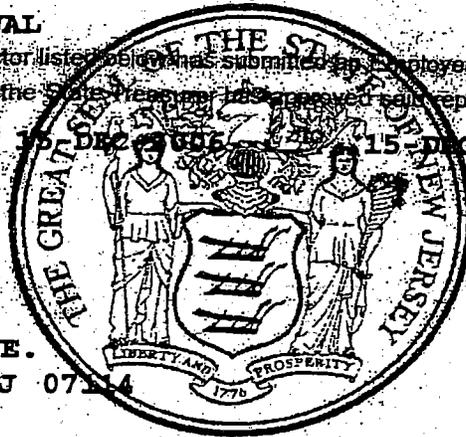
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 13205

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of



PABCO INDUSTRIES
166 FRELINGHUYSEN AVE.
NEWARK NJ 07114



Bradley Abeler

State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PABCO INDUSTRIES, L.L.C.
Trade Name: PABCO INDUSTRIES
Address: 166 FRELINGHUYSEN AVE
NEWARK, NJ 07114
Certificate Number: 0099926
Effective Date: June 21, 1988
Date of Issuance: April 18, 2011

For Office Use Only:
20110418134643584

VERIFIED
PC

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the CITY of Jeremy City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

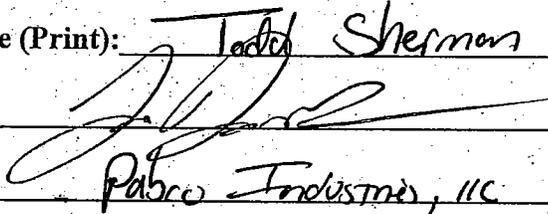
Representative's Name/Title (Print): Todd Sherman
Representative's Signature: [Signature]
Name of Company: Dabra Johnson, LLC
Tel. No.: 973-242-2200 Date: 4/5/11

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-36 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .

Representative's Name/Title (Print): Todd Sherman

Representative's Signature: 

Name of Company: Pabco Industries, LLC

Tel. No.: 973-242-2200 Date: 4-5-11

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Pabco Industries, LLC

Address: 1000 Frelinghuysen Ave, Newark, NJ 07114

Telephone No. : 973-242-2200

Contact Name: Todd Sherman

Please check applicable category:

- | | |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input checked="" type="checkbox"/> Woman Owned business (WBE) | <input type="checkbox"/> Neither |

**Definitions
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- African American:** a person having origins in any of the black racial groups of Africa
- Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-254

Agenda No. 10.Z.3

Approved: APR 27 2011

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AWARDING A CONTRACT TO PRS CONSULTANTS, INC TO PROVIDE COORDINATING SERVICES FOR THE CITY MUNICIPAL DRUG ALLIANCE PROGRAM

COUNCIL

AS A WHOLE, OFFERED AND MOVED ADOPTION of

the following Resolution:

WHEREAS, the City of Jersey City (City), Department of Health and Human Services (Department) requires the services of a program coordinator for its Municipal Drug Alliance Program to coordinate and oversee the operations of the program and its Sub-grantees; and

WHEREAS, the City operation of the Municipal Drug Alliance program activities proposed in the City's application for funding requires the use of consultants and agencies identified in the City's grant application; and

WHEREAS, Hudson County Department of Health and Human Services has approved the services outlined in the proposals of the responding consultants and agencies; and

WHEREAS, the total amount of this contract is \$60,000.00 for the period of one year, effective January 1, 2011 through December 31, 2011; and

WHEREAS, the funds in the amount of Sixty Thousand (\$60,000.00) dollars are available in Account 02-213-40-160-312; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-To-Play Law); and

WHEREAS, the Department Director has determined and certified in writing that the value of the contract exceeds \$17,500.00; and

WHEREAS, PRS Consultants, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that PRS Consultants, Inc. has not made any reportable contributions to a political or candidate committee listed on the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit PRS Consultants, Inc. from making any reportable contributions during the term of the contract; and

WHEREAS, PRS Consultants, Inc. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, PRS Consultants, Inc. has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AWARDING A CONTRACT TO PRS CONSULTANTS, INC TO PROVIDE COORDINATING SERVICES FOR THE CITY MUNICIPAL DRUG ALLIANCE PROGRAM

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreement with PRS Consultants, Inc. to provide services as the Municipal Drug Alliance Program Coordinator;
2. The total amount of the contract shall not exceed **\$60,000** and the term of the shall be for one year effective as of January 1, 2011;
3. *Q.A. 4/9/11* The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
4. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$60,000.00 are available in Account No.02-213-40-160-312 for the payment of this resolution. PO# 102833.

APPROVED: [Signature]
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

CITY OF JERSEY CITY

Requisition #

0153356

Assigned PO #

Requisition

Vendor
PRS CONSULTANTS, INC.
6 TUSCANY CIRCLE
MANCHESTER NJ 08759

Dept. Bill To
HEALTH & HUMAN SERVICES
201 CORNELISON AVE
JERSEY CITY NJ 07304

Dept. Ship To

PR441202

Contact Info
HARRY MELENDEZ
2015476560

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SVC	CONSULTANT SERVICES	0221340160312	60,000.00	60,000.00
		FUNDING FOR OPERATION OF PREVENTIVE SUBSTANCE ABUSE PROGRAM FOR THE PERIOD OF 1/01/2011 - 12/31/2011			
		AS PER ATTACHED RESOLUTION			
		PARTIAL PAYMENT VOUCHERS			

Requisition Total 60,000.00

Req. Date: 01/24/2011

Requested By: ROSAJ

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

DETERMINATION OF VALUE CERTIFICATION

Harry Melendez, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services provided by the DHHS.
2. PRS Consultants, Inc promotes drug-free and non-violent values, attitudes and interpersonal skills through their substance abuse prevention and education programs.
3. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i).
4. PRS Consultants, Inc submitted a proposal to provide a masters-level clinician, licensed by the New Jersey Department of Community Affairs – State Board of Marriage and Family Therapy Examiners as a Clinical Alcohol and Drug Counselor (LCADC) with (30) years of experience in the field of substance abuse prevention, education and treatment to assume the role of Municipal Alliance Coordinator for the sum of \$60,000.00.
5. The DHHS recommendation is to award the contract to PRS Consultants, Inc.
6. The term of the contract is January 1, 2011 through December 31, 2011.
7. The estimated amount of the contract exceeds \$17,500.00.
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: 3.30.11



Harry Melendez, Director
Department of Health and Human Services

AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2011 by and between the City of Jersey City, (hereinafter referred to as the “City”) and PRS Consultants, Inc. (hereinafter referred to as the “Subgrantee”).

WITNESSETH THAT:

WHEREAS, THE Hudson County Department of Health and Human Services (hereinafter referred to as the “County”) awarded the City a grant in the amount of \$241,739 to provide educational and preventive substance abuse programs; and

WHEREAS, in accordance with the grant requirements, the City solicited competitive proposals for providing such programs; and

WHEREAS, in accordance with the terms and condition of the grant, the City is required to utilize the services of the contractors and agencies identified in the City’s grant application; and

WHEREAS, the County approved the services described in the proposal submitted by the Subgrantee to the City;

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. **Term of Agreement**

This Agreement shall be effective as of the first day of January 1, 2011 and terminate on December 31, 2011.

2. **Work to be Performed**

The Subgrantee shall, in satisfactory manner as determined by the City perform those services outlined in the attached work plans and budget.

3. **Compliance with Approved Program**

All activities authorized by this Agreement will be performed, as delineated in Attachment A, in accordance with the approved work program, the approved budget, the grant conditions and special conditions as required by the City.

4. **Communications**

The Subgrantee will direct all communications concerning this Agreement to: Harry Melendez, Director, Department of Health and Human Services, 1 Journal Square Plaza, Second Floor, Jersey City, New Jersey 07306. The Subgrantee has designated the following as the individual to whom all communications concerning this Agreement will be directed to:

Name of Contact Person Paul Steffens- President
Mailing Address 6 Tuscany Circle
Manchester, New Jersey 08759
Telephone 732-674-5464

5. **Report, Records and Evaluations**

- A) The Subgrantee agrees to submit to the City, in a timely manner, such reports as may be required by the City, including the following:
- I) A quarterly program report shall be submitted to the City by the tenth working day after the end of each quarter.
 - II) A fiscal monitoring report and back up documentation shall be submitted on a regular basis as required by the City. The format shall be determined by the City.
- B) The Subgrantee will make available to the fiscal officer of the City all financial books, records, documents and files including payroll information as well as any other material deemed necessary by the City fiscal officer to satisfy any audit requirements of this program.

- C) The City may send a representative to evaluate the performance of the Subgrantee under this contract anytime. The Subgrantee agrees to cooperate with any and all evaluations and to provide the City with any information, reports or data required.

6. **Purchases**

- A) All purchases and contracts in the amount of \$500.00 or more must be evidenced by three quotations which should be maintained on file in the Subgrantee's office.
- B) All purchases of equipment must receive written approval from the City prior to making the actual purchase.
- C) Contracts for consultants or professional services must be approved by the City prior to obtaining the services.
- D) Over- expenditures, within any line item (s) in the budget (s), will be denied.
- E) The Subgrantee must have a written letter of approval from the City prior to any modifications.

7. **Compliance Regarding audits and Inspections**

At anytime during the normal business hours, and as often as the City may deem necessary, there shall be made available to the City, all of the Subgrantee's records with respect to all matters covered by this Agreement. The Subgrantee will permit the City to audit, examine and make excerpts or transcripts.

Effective this fiscal years beginning on or after July 1, 1996, the following audit requirements are applicable:

- A) A single audit is required if the subgrantee receives at least \$300,000.00 in awards from any grant source through the City of Jersey City during their fiscal year, beginning after June 30, 1996. This report is to be submitted within nine (9) months of the end of the period audited.

- B) Subgrantees that receive at least \$20,000.00 in awards from the City from any grant source, CSBG, CDBG, ESG, HOPWA, other State, Federal or Local grant, are required to provide an audited financial statement and a management letter concerning internal control and compliance. This financial information must be submitted to the City within six (6) months of the end of their fiscal year.

If the required report is not submitted to the City within the specified time period, the City will make one (1) written request to the subgrantee. If the report is not received within thirty (30) days of the letter, the City will not process any further requests for payment until the report is received and deemed satisfactory.

8. **Personnel**

The Subgrantee shall have the right to hire its own staff provided it is in conformity with the operation program.

9. **Application for Other Grants**

The Subgrantee shall have the prerogative applying to other funding sources for grants and shall submit timely letters of intent to do so to the City.

10. **Changes**

The Subgrantee may from time to time request changes in the scope of services of the Subgrantee to be performed hereunder. Such changes including any increase or decrease in the amount of funds available to the Subgrantee from the City will be contained in written amendments to this contract.

11. **Compliance with Federal and Local Laws**

The Subgrantee shall comply with all applicable laws, ordinances and codes of the state and local governments.

12. Retention of Records

Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement shall be retained by the Subgrantee for a period of three years from the date of its last annual performance report on the project except as follows:

- A) Records that are the subject of any finding, concern, or issue raised by any federal agency or the City shall be retained for at least three years after final resolution of such matters with the Federal government and the City.
- B) Records for non-expendable property which was acquired with Federal Grants funds shall be retained for three years after its final disposition.

13. Covenant Against Contingent Fees

The Subgrantee warrants that no person or selling agency or other organizations has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the City shall have the right to annul this Agreement without liability, or in its direction to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or to seek such other remedies as legally may be available.

14. Termination

- A) The City may by giving reasonable written notice specifying the active date, terminate this contract in whole or in part for cause, which shall include:
 - I) Failure, for any reason, of the Subgrantee to fulfill in a timely and proper manner its obligations, under this Agreement, including compliance with the approved program, executive orders and the City directives as may become generally applicable at any time;
 - II) Submission by the Subgrantee to the City of reports that are incorrect or incomplete in any material respect;
 - III) Suspension or termination by the County of the grant to the City under which this Agreement is made. If the Subgrantee is unable or unwilling to

comply with such additional conditions as may lawfully be applied by the City with regard to this grant, the Subgrantee shall terminate the contract by giving reasonable written notice to the City signifying the effective date thereof. In such an event, the City may require the Subgrantee to ensure that adequate arrangements have been made for the transfer of granted activities to another organization or to the City.

- B) In the event of any termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by the Subgrantee under this Agreement shall be disposed of according to City directives.
- C) Notwithstanding the above, the Subgrantee shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Subgrantee and the City may withhold any reimbursement to the Subgrantee for the purpose of set-off until such time as the exact amount of damages due the City from the Subgrantee is agreed upon or otherwise determined.
- D) This Agreement shall be null and void should categorical funding from the County be unavailable.

15. Expenditures

- A) The Subgrantee may incur cost only during the period set forth in paragraph one of this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of the contract period shall be liquidated within thirty days. After the close of the Agreement period any unexpended fund balance remaining shall become the property of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.
- B) No contract funds shall be expended except as identified in the Agreement.

16. Modification

This Agreement may be modified by mutual consent in writing. A modification to any section of this Agreement will not act as to modify the total Agreement.

17. Labor Standards

All laborers and mechanics employed by contractors and subcontractors in the construction, alteration or repair including painting and decorating of projects, buildings and works which are federally assisted under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with Davis-Bacon Act, as amended (40 W.S.U. 276A 5).

18. Discrimination in Employment Prohibited

The Subgrantee will not discriminate against any employee employed in the performance this Agreement, or against any applicant for employment because of race, creed, color or national origin. The Subgrantee will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, creed, color or national origin. This requirement shall apply to but not be limited to the following: employment upgrading, demotion or transfers; recruitment advertising; layoff or termination; rates of pay or other forms of compensation' and selection for training, including apprenticeship. In the event that the Subgrantee signs any contract which would be covered by Executive Order 10925 (March 6, 1961) or Executive Order 11114 (June 22, 1963), the contractor shall include the equal-employment clause specified in Section 301 of Executive Order 10925, as amended.

19. Discrimination Prohibited

No person in the United State shall, on the grounds of race, creed, color or national origin, be excluded from participation in, be denied the proceeds of or be subject to discrimination in the performance of this contract. The contract will comply with the regulations that may be promulgated by NJADOH or pursuant to that Civil Rights Act of 1964 (43 C.F.R. Part 1010).

20. Political Activity Prohibited

None of the funds, materials, property or services contributed by the City to the Subgrantee under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

21. Compliance with Affirmative Action

The Subgrantee agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246, as amended.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly signed and sealed the day and year first above written.

Attest:

City of Jersey City

Robert Byrne
City Clerk

John Kelly
Business Administrator

Witness:

Subgrantee

Paul Steffens
President

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

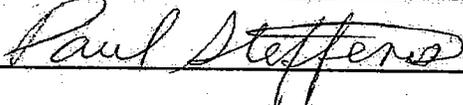
EXHIBIT A

N.J.S.A. 10:5-36 and N.J.A.C. 17:27

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .

Representative's Name/Title (Print): Paul Steffens, President

Representative's Signature: 

Name of Company: PRS Consultants, Inc.

Tel No: 732-674-5464 **Date:** March 30, 2011

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): PAUL STEFFENS
Representative's Signature: [Signature]
Name of Company: PRS CONSULTANTS, INC
Tel. No.: 732/674-5464 Date: 12/3/10

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-AUG-2008 to **15-AUG-2015**



PRS CONSULTANTS, INC
6 TUSCANY CIRCLE
MANCHESTER NJ 08759

A handwritten signature in black ink, appearing to be "D. A. ...", written over a horizontal line.

State Treasurer

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders.**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: PRS CONSULTANTS, INC.

Address: 6 TUSCANY CIRCLE, MANCHESTER, NJ 08759

Telephone No.: 732/674-5464

Contact Name: PAUL STEFFENS

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: PRS CONSULTANTS, INC.

Address: 6 TUSCANY CIRCLE, MANCHESTER, NJ 08759

Telephone No.: 732 / 674-5464

Contact Name: PAUL STEFFENS

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Businesss (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: P.R.S. CONSULTANTS, INC.

Trade Name:

Address: 6 TUSCANY CIRCLE
MANCHESTER, NJ 08759

Certificate Number: 0576703

Effective Date: May 20, 1991

Date of Issuance: October 29, 2010

For Office Use Only:

20101029113241377

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund 2009
Friends of Peter Brennan Election Fund	Steven Fulop for Jersey City Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Philip J. Kenny for Council	Healy for Mayor 2009
Friends of Nidia Lopez	

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
PAUL STEFFENS	6 TUSCANY CIRCLE, MANCHESTER, NJ
ROSEMARIE STEFFENS	6 TUSCANY CIRCLE, MANCHESTER, NJ

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: PRS CONSULTANTS INC.
 Signature of Affiant: [Signature] Title: PRESIDENT
 Printed Name of Affiant: PAUL STEFFENS Date: 12/3/10

Subscribed and sworn before me this 3rd day
 of December, 2010

My Commission expires: 12/31/2012

Rosemarie Steffens
 (Witnessed or attested by)
ROSEMARIE STEFFENS - SECRETARY
 (Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: PAUL STEFFENS	Name: ROSEMARIE STEFFENS
Home Address: 6 TUSCANY CIRCLE MANCHESTER, NJ, 08759	Home Address: 6 TUSCANY CIRCLE MANCHESTER, NJ 08759
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2___

(Notary Public)

My Commission expires:

Rosemarie Steffens
(Affiant)

ROSEMARIE STEFFENS - SECRETARY
(Print name & title of affiant)

(Corporate Seal)



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that PRS CONSULTANTS, INC (name of business entity) has not made any reportable contributions in the ****one-year period preceding** _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract PRS CONSULTANTS, INC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: PRS CONSULTANTS, INC.

Signed: [Signature] Title: PRESIDENT

Print Name: PAUL STEFFENS Date: 10/3/10

Subscribed and sworn before me
this day 3rd of 12, 2010.

My Commission expires:

12/31/12

Rosemarie Steffens
(Affiant)

ROSEMARIE STEFFENS - SECRETARY
(Print name & title of affiant) (Corporate Seal)

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance**

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-255

Agenda No. 10.Z.4

Approved: APR 27 2011

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE AND FIRE DEPARTMENT'S COMPUTER INFRASTRUCTURE AND RELATED SYSTEMS WITHOUT PUBLIC BIDDING

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, funds must be allocated for the maintenance of the Police and Fire Department's Wide Area Network, Servers, Radio System, Security and IP Mobilenet telecommunication hardware and software systems; and

WHEREAS, this equipment utilizes proprietary hardware and software; and

WHEREAS, Network Management Solutions has agreed to provide the goods and services specified as necessary by the Police Department's Computer Unit; and

WHEREAS, service will be provided 24 hours per day and seven (7) days per week; and

WHEREAS, the City of Jersey City has received a proposal from Network Management Solutions in the total amount of Three Hundred Seventy-Ninety Thousand Two Hundred (\$379,200.00) Dollars for one Year beginning January 1, 2011 thru Dec 31, 2011; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, funds in the amount of \$95,000.00 are currently available in the Temporary 2011 budget of Account No. 11-01-201-25-240-310; and

WHEREAS, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, Network Management Solutions has completed and submitted a Business Entity Disclosure Certification which certifies that Network Management Solutions has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year and that the contract will prohibit Network Management Solutions from making any reportable contributions during the term of the contract; and

WHEREAS, Network Management Solutions has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-255

Agenda No. 10.Z.4

Approved: APR 27 2011



TITLE:
RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE AND FIRE DEPARTMENT'S COMPUTER INFRASTRUCTURE AND RELATED SYSTEMS WITHOUT PUBLIC BIDDING

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of Jersey City that:

1. A one year contract is awarded to Network Management Solutions in the amount of Three Hundred Seven-Nine Thousand Two Hundred (\$379,200.00) Dollars and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that Network Management Solutions provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2011 current year budget shall be subject to the availability and appropriation of sufficient funds in the 2011 year permanent budget; and
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification of compliance with the city's contractor pay-to-play reform ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, Donna Mauer Donna Mauer Chief Financial Officer, hereby certify that sufficient funds are available for payment of the above resolution in Account No. 11-01-201-25-240-310.

ACCT# 11-01-201-25-240-310

P.O.# AMT. 95,000.00
102812

APPROVED: Samuel Jefferson

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
 Peter M. Brennan, President of Council

Robert Byrne
 Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full Title of Ordinance/Resolution/Cooperation Agreement :

RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SERVICES FOR THE SUPPORT OF PROPRIETARY HARDWARE AND SOFTWARE

2. Name and Title of Person Initiating Ordinance/Resolution :

SAMUEL JEFFERSON, DIRECTOR, DEPARTMENT OF POLICE

3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:

MONITOR AND SUPPORT CITY'S WIDE AREA NETWORK AND LOCAL AREA NETWORK SERVERS

4. Reasons (Need) for the Proposed Program, Project, etc.:

CONTINUED NETWORK OPERATIONS THROUGHOUT CITY

5. Anticipated Benefits to the Community:

COMPUTER SYSTEMS WHICH SERVE THE PUBLIC (TAX COLLECTION, TAX ASSESSMENT, ETC) RELY ON AVAILABILITY OF DATA CENTER OPERATIONS AND NETWORKED SYSTEMS

6. Cost of Proposed Program, Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.) :

THREE HUNDRED SEVENTY-NINE THOUSAND TWO HUNDRED AND 00 DOLLARS (\$379,200.00)

7. Date Proposed Program or Project will Commence:

JANUARY 1, 2011

8. Anticipated Completion Date:

DECEMBER 31, 2011

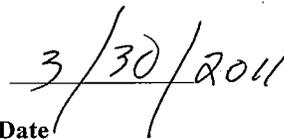
9. Person Responsible for Coordinating Proposed Program/Project :

DEPUTY CHIEF, RONALD SPROFERA, SUPPORT SERVICES COMMANDER

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date



Network Management Solutions, Inc.
1122 Route 22W
Mountainside, New Jersey 07092
Tel: (908) 232-0100
www.nmscorp.com

November 24, 2010

Mr. John Tkaczyk
The Jersey City Police Department
8 Erie Street
Jersey City, NJ 07302

Dear John,

As requested attached is our updated management agreement for the period of January 1, 2011 through December 31, 2011. After reviewing the agreement I did reallocate costs from JCPD to JCFD since some equipment was listed on the JCPD side which should have been moved to JCFD. As a result, I was able to lower the total overall monthly agreement cost by \$600. I realize this is not a large sum of money but as stated in previous letters to you with the building of the Public Safety complex two years ago you more than doubled the amount of systems which are currently under management and now we have also added to this agreement the management of your email systems without any increase in cost.

Should you be required to lower these costs further then we will need to understand what services you don't want us to provide and we will remove them and their costs from this agreement. And lastly, we as always appreciate your business and recognize the financial hardship the City is experiencing but we have more than done our part by not raising our costs over the last four years as the City has continued to purchase and install millions of dollars in new technology.

Should you have any additional questions or concerns, please give me a call.

Sincerely,

Donald R. Seisz
Vice President, Network Management Solutions, Inc



*Network Management Solutions, Inc
1122 Route 22 West
Mountainside, New Jersey 07092*

Infrastructure Management Proposal

Prepared for:

THE JERSEY CITY POLICE DEPARTMENT

&

THE JERSEY CITY FIRE DEPARTMENT

November 24, 2010

*This proposal contains confidential information and is intended for the private use of The Jersey City Police Department.
This proposal is not for distribution outside of The Jersey City Police Department.*

TABLE OF CONTENT

Network Management Solutions

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SERVICE LEVEL AGREEMENT	(3)
COST OF SERVICES	(4)
CONCLUSION	(5)

INTRODUCTION

Network Management Solutions (NMS) appreciates the opportunity to again propose our services to both the Jersey City Police Department and the Jersey City Fire Department. We continually welcome feedback and want to offer network management services, which are innovative, industry leading, flexible and beneficial to both JCPD and JCFD and the staff supporting it. We will continue to provide the highest level of support to insure all devices and networks are pro-actively monitored 24X7 and all problems are diagnosed and resolved in a timely and coordinated manner.

NMS Services Approach:

Networking technology has created tremendous business opportunities for many organizations. Network Management Solutions understands the critical nature of our customer's networks and is committed to providing and continuously improving upon the services offered. NMS is dedicated to working in conjunction with its customers as partners with the objective of providing services, which exceed expectations.

Our company's philosophy is simple, help our customers monitor and manage the technology infrastructure that is key to their business operation and success. We implement our services based on the following principles:

- Provide a watchful eye over the infrastructure, which includes the managing and measuring; availability, resource consumption, security levels, and fiscal responsibility.
- Provide our customers with easy to access, timely and informative reports, which detail essential information.
- Provide our customers with flexible solutions, which fit the organizations objectives, and respond promptly as requirements change.
- Provide expert customer feedback that is unbiased, product and service independent.

NMS realizes that there are several approaches, which JCPD can take in managing its network infrastructure. As a business partner, NMS can continually help JCPD avoid costly and timely mistakes by offering a strategy which results in maximum benefit; improved return on investment, flexibility, improved controls, and increased access to performance – all while controlling costs.

NETWORK MANAGEMENT SERVICES

Network Management Solutions

Network Management Solutions will provide pro-active monitoring and management and will deliver the following services under this agreement:

WAN/LAN

- NMS will act as the single focal point for the LAN/WAN infrastructure and all identified managed components in this agreement. This includes identifying and resolving system and circuit outages and coordinating replacement.
- Includes 24 X 7 monitoring and access to NMS staff and its resources.
- Provides network alarming via a management workstation. NMS will diagnose the problem area and notify designated JC personnel.
- Should a circuit or system outage occur, the designated JC contacts will be immediately notified about the outage, the reason for outage, and will be updated hourly with an estimated time of repair.
- Should a trouble call be diagnosed by NMS as a hardware failure, the equipment will be replaced by NMS staff via the current selected hardware replacement plan.
- Produce daily web based trending reports on designated devices and review monthly with JC personnel.
- Maintain and update as required a complete network documentation set in Visio format.
- Provide change management services as required.

Servers

- Provide 24X7 monitoring of 95 HP/DELL Servers and HP/Dell SAN devices. This includes monitoring active services such as DNS, WINS, and DHCP.
- Manage all HP/DELL system Firmware/BIOS updates.
- Provide overall supervision of the Active Directory Infrastructure.
- Manage Microsoft WSUS Server and all related services. This includes updates for all Servers and clients.
- Manage overall Symantec Anti-Virus Server Platform.
- Provide 24X7 monitoring and management of Data Protector backup jobs to verify operation.
- Provide off-site tape backup rotation and storage.
- Provide 24X7 monitoring and management of the Dell Tape Library to include any Firmware updates.
- Provide 24X7 monitoring and Management of (2) HP SAN's and (6) Dell San's including disk allocation and proper operation.

Proactive Monitoring

- Customer infrastructure to be monitored 24X7.
- All faults to be identified within 5 minutes of failure.
- Problem determination to begin immediately following failure id.
- Customer to be notified within 15 minutes.
- NMS to coordinate repair of all failures.
- Customer to be updated as agreed upon by JCPD personnel.
- NMS to escalate all problems as required as per agreed JCPD procedures.
- NMS to confirm all repairs with customer.
- NMS to provide problem details via email at conclusion.
- NMS to provide daily web based reports on designated devices.
- All server hardware maintenance is the responsibility of JCPD.
- **Failure to properly identify, notify and manage fault isolation will result in service credit for monthly management fees for device.**

Performance Reporting

- NMS to provide daily web based reports of facility performance.
- NMS to provide daily web based reports of core CPE performance.
- NMS to provide on demand reports.
- NMS to provide expert analysis of reports.
- NMS to provide recommendations monthly for engineering changes.
- **Failure to provide performance management details will result in service credit for monthly management fees for device.**

Installation/Change Management

- All changes will be based on agreed upon schedule.
- Standard interval for CPE change coordination is 2 business days.
- NMS will coordinate all circuit changes with carrier.
- NMS will maintain database of JCPD devices, serial #'s, maintenance contracts, and contact information.
- NMS to coordinate and maintain all network diagrams.
- **Failure to deliver on NMS controlled activities will result in service credit for changes or installation fees.**

COST OF SERVICES

Network Management Solutions

Network Management Solutions appreciates the opportunity to again propose Network Management Services to both JCPD and JCFD. Below are the costs associated with monitoring and managing both Infrastructures.

- **WAN/LAN Management** – This service includes 24X7 monitoring, management, performance reporting, and coordination of repairs for the WAN/LAN network infrastructures to include all Verizon frame-relay circuits, Cisco routers and Cisco Switches. (This does not include hardware/software maintenance costs for any of these systems).

Monthly Cost - \$6,200.00

- **Wireless WAN Management** – This service includes 24X7 monitoring, management, performance reporting and coordination of repairs of the Wireless network infrastructure which consists of (24) antenna's.

Monthly Cost - \$1,600.00

- **Servers/Exchange Mail Management** – This service includes 24X7 monitoring, management, performance reporting and coordination of repairs for 95 Servers, 8 SAN devices, TL4000 Tape Library System and Symantec Backup Exec Software. (Does not include hardware and software maintenance costs). This also includes the management of the departments Exchange servers and mail transport in addition to the McAfee mail filtering system. And lastly, it includes an NMS engineer onsite a minimum of four days per week.

Monthly Cost - \$16,400.00

- **Internet and Security Management** – This service includes 24X7 security monitoring, log analysis and the management of three Cisco ASA Firewalls, the Cisco ACS server, VPN Remote Access, two FAT Pipe systems and two Blue Coat Filtering systems. It also includes the monitoring of both the Comcast and two Verizon Internet circuits.

Monthly Costs - \$2,600.00

Total JCPD Monthly Costs - \$26,800.00

- **JC Fire Department WAN Management** – This service includes 24X7 monitoring, management, performance reporting, and coordination of repairs for the Verizon frame-relay circuits and Cisco routers and switches at (18) Fire Department locations. (This does not include hardware or software maintenance costs on any equipment).

Monthly Cost - \$3,400.00

- **JCFD Radio System Management** - This service includes 24X7 monitoring, management, performance reporting and coordination of repairs for the JCPD and JCFD Motorola Radio system circuits, and (12) Cisco routers. (It does not include Cisco hardware maintenance costs).

Monthly Cost - \$1,400.00

Total JCFD Monthly Cost - \$4,800.00

Total Monthly Cost for the monitoring, management and professional services for both JCPD and JCFD. - \$31,600

CONCLUSION

Network Management Solutions

Network Management Solutions appreciates the opportunity to again offer its services and will continue to provide the necessary resources to insure a smooth running network infrastructure. In addition, NMS looks forward to working with both JCPD and JCFD personnel and to improve on its service offerings while providing reliability, availability, and stability to the network infrastructure through structured, measured, management services.

In addition to network management, NMS would like to continue to offers its services in helping both departments plan new networking projects and or assist in the evaluation and help make recommendations for new networking technologies as they are presented to the departments.

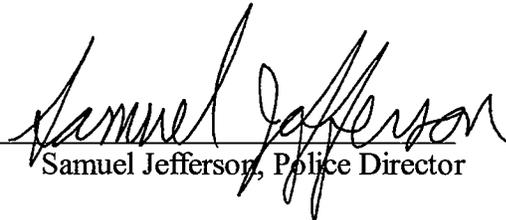
DETERMINATION OF VALUE CERTIFICATION

Samuel Jefferson, of full age, hereby certifies as follows:

1. I am Police Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to Network Management Solutions to provide the City with monitoring and supporting the City's wide area network and local area network services.
3. The term of the contract is one year effective as of January 1, 2011.
4. The amount of the contract is \$379,200.00, which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

4/20/11


Samuel Jefferson, Police Director

CITY OF JERSEY CITY

Requisition #

0153859

Assigned PO #

Requisition

Vendor

NETWORK MANAGEMENT SOLUTIONS
1122 ROUTE 22 WEST, 2ND FL
MOUNTAINSIDE NJ 07092

Dept. Bill To

POLICE DEPARTMENT
8 ERIE STREET
JERSEY CITY NJ 07302

Dept. Ship To

8 ERIE STREET
JERSEY CITY NJ 07302

NE397100

Contact Info

P.O JOHN TKACZYK
2015475997

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	RENEWAL CONTRACT	01-201-25-240-310	95,000.00	95,000.00

RENEWAL OF NETWORK MANAGEMENT, MAINTENANCE AND
MONITORING CONTRACT FOR JERSEY CITY POLICE DEPT
\$ 379,200.00

TEMPORARY ENCUMBRANCY (\$ 95,000.00)

FROM: JANUARY 1,2011 THRU DECEMBER 31, 2011

* NOTE RESOLUTION TO FOLLOW *
AWARD W/O PUBLIC BID "DD" EXCEPTION
PARTIAL PAYMENT VOUCHER

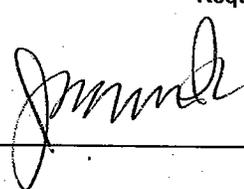
FOR:
JCPD/SUPPORT SERVICES/COMPUTER UNIT
8 ERIE STREET 3RD FLOOR
J.C NJ 07302
PHONE: 201 547 5997

Requisition Total 95,000.00

Req. Date: 03/21/2011

Requested By: MONIQUEB

Buyer Id:

Approved By:  2/21/11

This Is Not A Purchase Order

JERSEY CITY POLICE DEPARTMENT

DEPARTMENT REQUISITION

Date: February 18th, 2011

**The following supplies are required for use by the
COMPUTER UNIT at the following locations:**

Computer Unit – JCPSCC, 73-85 Bishop Street

Item No.	Quantity:	Article:	Remarks/Price:
1	1	Renewal of Network Management, Maintenance, and Monitoring Contract (2011)	
		Total:	\$379,200.00
		Vendor:	
		Network Management Solutions 1122 Route 22 West Mountainside, NJ 07092 (908) 232- 0100	

Comments: Required contract for the maintenance of proper wide area network
Function, server management and maintenance, and monitoring services 24x7x365
ANNUAL CONTRACT RENEWAL

Requested By:

Approved By:

Chief of Police:

Director of Police:

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows for stockholders. Row 1: Name: DONALD SEISZ, Home Address: 438 CAIONA Drive Wyckoff, N.J. 07481

Notary section containing: Subscribed and sworn before me this 10 day of Jan, 2011. (Notary Public) [Signature], My Commission expires: [blank], SANDY ETINNE NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES JULY 28, 2015 I.D.# 2398734, [Signature] (Affiant), Donald Seisz (Print name & title of affiant), (Corporate Seal)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Network Mgmt Solutions (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Network Mgmt Solutions (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

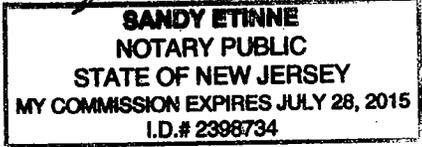
Name of Business Entity: Network Management Solutions, Inc

Signed [Signature] Title: President

Print Name Donald Seisz Date: 1/10/11

Subscribed and sworn before me
this 10 day of Jan, 2011. _____ (Affiant)

My Commission expires: _____
Donald Seisz
(Print name & title of affiant) (Corporate Seal)



**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Donald Seiser	438 Caldwell Drive Wyckoff, N.J. 07481	100

SIGNATURE : *Donald Seiser*
Donald Seiser
TITLE: President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY January 10, OF 2011

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES 2015
SANDY ETINNE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY 28, 2015
I.D.# 2396734

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am Donald Seisz
of the firm of Network Management Solutions, Inc

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) *Donald Seisz*
Donald Seisz

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY January 10 OF 2011

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20

SANDY ETINNE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY 28, 2015
I.D.# 2398734

Sandy Etinne

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

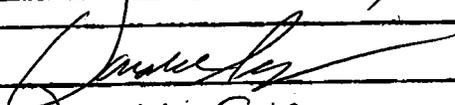
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Network Management Solutions, Inc.

SIGNATURE:  DATE: 1/10/11

PRINT NAME: Donald Seitz TITLE: President

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print):

Donald Seitz / President

Representative's Signature:

[Signature]

Name of Company:

Network Management Solutions

Tel. No.:

908-232-0100

Date:

1/10/11

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Network Management Solutions, INC
Address : 1122 Route 22, Mountainside N.J. 07092
Telephone No. : (908) 232-0100
Contact Name : Donald Seiv

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Network Management Solutions, Inc
Address : 1122 Route 22 Mountainside, N.J. 07092
Telephone No. : (908) 232-0100
Contact Name : DONALD SEIRZ

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

NETWORK MANAGEMENT SOLUTIONS, INC.

TRADE NAME:

ADDRESS:

**1122 RT 22
MOUNTAINSIDE NJ 07092**

SEQUENCE NUMBER:

0659986

EFFECTIVE DATE:

01/10/96

ISSUANCE DATE:

08/14/06



Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01)

~~This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.~~

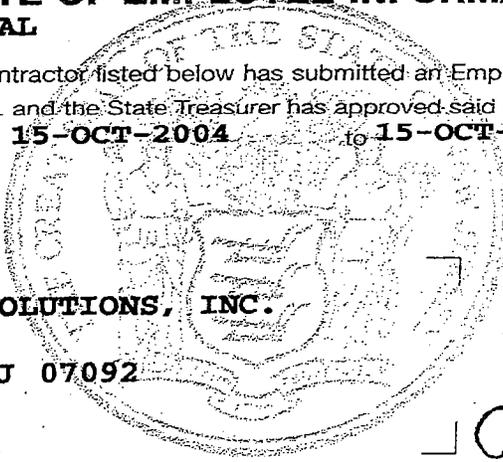
Certification 36024

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2004** to **15-OCT-2011**

**NETWORK MANAGEMENT SOLUTIONS, INC.
1122 ROUTE 22
MOUNTAINSIDE**

NJ 07092



A handwritten signature in cursive script, appearing to read "John Blum", is written over the right side of the seal.

State Treasurer

BUSINESS ENTITY DISCLOSURE CERTIFICATION
 FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
 CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Donald Seitz	438 Caldwell Dr. Wyckoff, N.J. 07481

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Network Management Solutions
 Signed: Donald Seitz Title: President
 Print Name: Donald Seitz Date: 3/7/11

Subscribed and sworn before me this <u>7</u> day of <u>March</u> , 20 <u>11</u> .	<u>[Signature]</u> (Affiant)
My Commission expires:	<u>Sandy Etinne Personal Banker</u> (Print name & title of affiant) (Corporate Seal)

SANDY ETINNE
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES JULY 28, 2015
 I.D.# 2399734

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Network Management Solutions (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Network Management Solutions (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

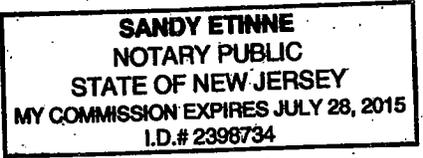
Name of Business Entity: Network Management Solutions

Signed: [Signature] Title: President

Print Name: Donald Seitz Date: 3/7/11

Subscribed and sworn before me
this 7 day of March, 2011.
My Commission expires:

[Signature]
(Affiant)
Bandy Etinne Personal Banker
(Print name & title of affiant) (Corporate Seal)



**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-256

Agenda No. 10.Z.5

Approved: APR 27 2011

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING INFOCOP SERVER SOFTWARE APPLICATION CREATED BY G.T.B.M. WITHOUT PUBLIC BIDDING.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Police Department's existing InfoCop server software application created by G.T.B.M, Inc. is a proprietary system that requires support and maintenance services; and

WHEREAS, this software also includes support for the following interfaces Blackberry Enterprise server, Anteon/ISI silent dispatch and field reporting, CCTV mobile video integration; and

WHEREAS, G.T.B.M, Inc has agreed to provide software maintenance services in the manner specified by the Police Department's Computer Services Unit for one year (January 1, 2011 to Dec 31, 2011) for the sum of Eighty-one thousand One Hundred eighty-seven (\$81,187.50) Dollars; and fifty cent.

WHEREAS, funds in the amount of \$20,500.00 are currently available in the Temporary 2011 budget of Account No.11 -01-201-25-240-310; and

WHEREAS, the award of this contract shall be subject to the appropriation of sufficient funds in the 2011 current year permanent budget; and

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, G.T.B.M has completed and submitted a Business Entity Disclosure Certification which certifies that G.T.B.M has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year and that the contract will prohibit G.T.B.M from making any reportable contributions during the term of the contract; and

WHEREAS, G.T.B.M has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, G.T.B.M has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-256
 Agenda No. 10.Z.5
 Approved: APR 27 2011



TITLE:
RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING INFOCOP SERVER SOFTWARE APPLICATION CREATED BY G.T.B.M. WITHOUT PUBLIC BIDDING.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of Jersey City that:

1. A one year contract is awarded to G.T.B.M, Inc in the amount of \$81,187.50 and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that G.T.B.M, Inc provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. The continuation of the contract after the expenditure of funds encumbered in the 2011 Current year budget shall be subject to the appropriation of sufficient funds in the 2011 current fiscal year permanent budget; and
5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification of compliance with the city contractor pay-to-play reform ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

Donna Mauer Donna Mauer, Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct No.11- 01-201-25-240-310.

Acct No. 11- 01-201-25-240-310.

P.O.# **102813** Amount \$20,500.00

APPROVED: *Samuel Jefferson* APPROVED AS TO LEGAL FORM

APPROVED: *Julia* Business Administrator Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
 Peter M. Brennan, President of Council

Robert Byrne
 Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full Title of Ordinance/Resolution/Cooperation Agreement :

RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING INFO-COP SOFTWARE APPLICATIONS CREATED BY G.T.B.M. INC WITHOUT PUBLIC BIDDING

2. Name and Title of Person Initiating Ordinance/Resolution :

SAMUEL JEFFERSON, DIRECTOR, DEPARTMENT OF POLICE

3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:

PURCHASE OF MAINTENANCE 7 BY 24 FOR THE INFO-COP MOBILE DATA SYSTEM SERVER BASED SOFTWARE WHICH IS USED THROUGHOUT THE POLICE DEPARTMENT.

4. Reasons (Need) for the Proposed Program, Project, etc.:

REQUIRED TO MAINTAIN AND SUPPORT OF THE EXISTING PROPRIETARY (G.T.B.M. INC) SOFTWARE.

5. Anticipated Benefits to the Community:

THIS IS REQUIRED SOFTWARE FOR THE DEPARTMENT TO INTERFACE WITH THE STATE POLICE MQ SERIES BASED NCIC/SCIC, CJIS, AND DMV.

6. Cost of Proposed Program, Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.)

EIGHTY-ONE THOUSAND ONE HUNDRED EIGHTY-SEVEN (\$81,187.50)DOLLARS AND FIFTY CENT.

7. Date Proposed Program or Project will Commence:

JANUARY 1, 2011

8. Anticipated Completion Date:

DECEMBER 31, 2011

9. Person Responsible for Coordinating Proposed Program/Project:

DEPUTY RONALD SPROFERA, SUPPORT SERVICES COMMANDER

I certify that all the facts presented herein are accurate to the best of my knowledge.

Samuel Jefferson

Signature of Department Director

3/30/2011

Date

DETERMINATION OF VALUE CERTIFICATION

Samuel Jefferson, of full age, hereby certifies as follows:

1. I am Police Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. to provide the City with software maintenance services.
3. The term of the contract is one year effective as of January 1, 2011.
4. The amount of the contract is \$81,187.50, which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

4/20/11


Samuel Jefferson, Police Director

CITY OF JERSEY CITY

Requisition #

0153860

Assigned PO #

Requisition

Vendor
GOLD TYPE BUSINESS MACHINE
351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073

Dept. Bill To
POLICE DEPARTMENT
8 ERIE STREET
JERSEY CITY NJ 07302

Dept. Ship To
8 ERIE STREET
JERSEY CITY NJ 07302

GT220900

Contact Info
INSP. TIMOTHY PICKETT
2015475308

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	RENEWAL CONTRACT	01-201-25-240-310	20,500.00	20,500.00

RENEWAL OF INFOCOP SERVER SOFTWARE LICENSING
TEMPORARY ENCUMBERANCY 20,500.00
TOTAL CONTRACT AMOUNT \$ 81,187.50
FROM : JANUARY 1, 2011 THRU DECEMBER 31, 2011

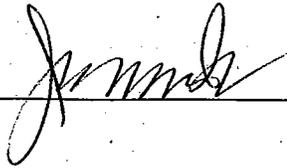
FOR:
JCPD/SUPPORT SERVICES/COMPUTER UNIT
8 ERIE STREET 3RD FLOOR
JC NJ 07302
PHONE: 201 547 5308

Requisition Total 20,500.00

Req. Date: 03/21/2011

Requested By: MONIQUEB

Buyer Id:

Approved By:  3/21/11

This Is Not A Purchase Order



Exhibit A

USER LICENSE AGREEMENT

between

Jersey City Police Department

and

GTBM INC.

This Agreement (“Agreement”) is made this 1st day of Jan, 2011, by and between GTBM Inc. and Jersey City Police Department.

1. **License.** GTBM Inc. (“GTBM”) hereby grants to Jersey City Police Department (the “End User”), and the End User hereby accepts, subject to the terms and conditions set forth in this Agreement, a non-transferable, non-exclusive license to use, in object code format only, the INFO-COP Licensed Software specified in Exhibit A, and the accompanying documentation together with any Modifications or Enhancements subscribed for by End User (as said terms are defined in the Maintenance and Support Agreement attached hereto as Exhibit B (the “Software”) solely as part of the End User’s public safety computer system. This license shall be perpetual, except as otherwise provided in Section 4 hereof. The End User acknowledges that it has no rights in the Software, except as specifically provided in this Agreement.

2. **Uses Not Permitted.** The End User’s use of the Software is subject to each of the following restrictions and limitations. The End User agrees that it shall not:
 - Transfer the Software electronically from one central processing unit (“CPU”) to another.
 - Modify, adapt, translate or create derivative works.
 - Make copies of the Software except as provided in Section 3, BACKUP COPIES, of this Agreement.
 - Remove or modify any software markings or notices of proprietary rights.
 - Grant sub-licenses, leases or other rights to the Software.
 - Distribute in any fashion the End User’s copy of the Software.
 - Reverse engineer, decompile, disassemble or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Software.

3. **Backup Copies.** The End User may make back-up copies strictly for its internal use. All such copies shall be subject to all of the terms and conditions of this Agreement. The End User shall maintain a written record at all times of the location of all back-up copies.



4. Termination. GTBM, Inc may terminate this Agreement and all licenses granted hereunder in the event of the failure by the End User to comply with any term or condition of this Agreement or the Maintenance and Support Agreement. Termination shall be effective on written notice by GTBM to the End User. Upon termination, the End User shall destroy all copies of the Software then in its possession or under its control and certify such destruction within five (5) days following receipt of GTBM's termination notice.
5. Warranties.
- (a) GTBM warrants that the Software shall be free from defects in materials or workmanship and errors and further agrees to furnish, promptly and without additional charge, all labor and parts necessary to remedy any such defect or error called to its attention in writing not later than six (6) months after installation of the Software.
 - (b) GTBM's OBLIGATIONS FOR BREACH OF WARRANTY SHALL BE LIMITED TO CORRECTION OR REPLACEMENT OF THAT PORTION OF THE SOFTWARE WHICH FAILS TO CONFORM TO SUCH WARRANTY. IN NO EVENT SHALL GTBM OR ITS LICENSORS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, OR LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SOFTWARE. GTBM SHALL HAVE NO RESPONSIBILITY TO CORRECT ANY DATABASE ERRORS OR ANY ERRORS OR DAMAGES CAUSED BY OR ARISING OUT OF HARDWARE DEFECTS OR INPUT ERRORS OR USE OF THE SOFTWARE IN WAYS FOR WHICH IT WAS NOT DESIGNED. IN NO EVENT SHALL GTBM BE LIABLE FOR ANY BREACH OF WARRANTY UNLESS WRITTEN NOTICE THEREOF IS GIVEN TO GTBM WITHIN SIX MONTHS AFTER INSTALLATION OF THE SOFTWARE. GTBM'S WARRANTY OBLIGATIONS SHALL BE VOID IF: (I) THE END USER MODIFIES THE SOFTWARE WITHOUT THE PRIOR WRITTEN CONSENT OF GTBM OR (II) THE NON CONFORMANCE OF THE SOFTWARE IS DUE TO ITS MISUSE OR NEGLIGENCE OR OTHERWISE CAUSED BY A BREACH OF END USER'S OBLIGATIONS HEREUNDER; OR (III) THE END USER FAILS TO FOLLOW IN ALL MATERIAL RESPECTS WRITTEN INSTRUCTIONS OF GTBM; OR (IV) THE SOFTWARE IS USED WITH OTHER INCOMPATIBLE PRODUCTS OR SERVICES.
 - (c) GTBM or its licensors shall defend any claim or proceeding brought against the End User to the extent that it is based on an assertion that the End User's use of the Software under this Agreement constitutes an infringement of any United States patent, copyright, trade secret, trademark, or other property interest rights, and shall indemnify the End User against all costs, damages and expenses finally awarded against the End User which are attributable to such claim, provided that the End User notifies GTBM promptly in writing of any such claim or proceeding and gives GTBM full and complete authority, information and assistance to defend such claim or proceeding and further provided that GTBM shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement. In the event that the Software is finally held to be infringing and its use by the End User is enjoined, GTBM or its licensors shall, at its election: (i) procure for the End User the right to continue to use the Software; (ii) modify or replace the Software so that it becomes non-infringing; or (iii) return to the End User the fee paid under this Agreement, less an allowance for use of the Software by the End User, prorating the useful life of the Software over a five (5) year period. GTBM shall have no liability hereunder if the End User modifies the Software in any manner and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement or if the End User uses the Software in a manner contrary to the provisions of this Agreement or in conjunction with unauthorized equipment. The foregoing states GTBM's and its licensors entire liability, and the End User's exclusive



remedy, with respect to any claims of infringement of any copyright, patent, trade secret, trademark, or other property interest rights by the Software, any part thereof or the use thereof.

- (d) The warranties contained in this section 5 are in lieu of all other warranties, expressed or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. GTBM's express warranties shall not be enlarged, diminished or affected by, and no obligation or liability shall arise out of, GTBM's rendering of technical or other advice or service in connection with the software.

6. Support Services. GTBM may provide End User with support services related to the Software ("Support Services"). Use of Support Services is governed by the Maintenance and Support Agreement attached hereto as Exhibit B.

7. Miscellaneous. This Agreement shall be governed by the laws of the State of New Jersey. This Agreement and any exhibits thereto constitute the entire agreement between the parties related to the Software and supersede all prior agreements, understandings, negotiations and discussions between the parties in connection therewith, whether oral or written. End User may not assign the Agreement or the license granted by it without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. End User acknowledges and agrees that, due to the unique nature of the Software there can be no adequate remedy at law for a material breach of the Agreement and that such breach would cause irreparable harm to GTBM or its licensors; therefore, GTBM or its licensors shall be entitled to seek immediate equitable relief, in addition to whatever remedies GTBM or its licensors might have at law or under the Agreement. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement.

GTBM, Inc.

END USER

By: _____
Name: Vin Cronen
Title: CFO

By: _____
Name: _____
Title: _____



Exhibit B

MAINTENANCE AND SUPPORT AGREEMENT BETWEEN GTBM INC. and Jersey City Police Department

THIS MAINTENANCE AND SUPPORT AGREEMENT ("Agreement") is made this 1st day of Jan, 2011, by and between **GTBM INC. ("GTBM") AND Jersey City Police Department** (the "Client") for maintenance and support services to the Client in connection with the Licensed Software.

1. DEFINITIONS

- a) The term "System" means the programmable on-line computer system and Licensed Software furnished, delivered and installed by GTBM pursuant to the Agreement between GTBM and the Client specified on Exhibit A attached hereto (the "End User License Agreement").
- b) The term "Licensed Software" means all software licensed to the Client in object code format pursuant to the End User License Agreement.
- c) The term "Confidential Information" means the Licensed Software and any other information, data or oral information subsequently reduced to written form, received by one party from the other and clearly identified by the disclosing party in writing as confidential.
- d) The term "Modifications" means any revisions of the Licensed Software which GTBM may incorporate in the Licensed Software and which do not materially improve or expand the functionality of the Licensed Software.
- e) The term "Enhancements" means revisions of or additions to the Licensed Software that GTBM may incorporate in the Licensed Software and which improves or expands the functionality of the Licensed Software.
- f) The term "Installation" means that GTBM has installed the System and determined that the System is operative.
- g) The term "Maintenance" means GTBM's provision of the support services described in Section 3, commencing after installation or at such other times as is specified herein.

2. CHARGES AND PAYMENTS

- a) The Client agrees to pay to GTBM the fees specified on Exhibit C attached hereto, including the fee specified for the initial term of Maintenance. GTBM shall bill the fee for any subsequent annual term of Maintenance at least thirty (30) days prior to the end of the then current term.
- b) The support services under Section 3(a) will be provided to the Client at no additional charge. Services rendered by GTBM which are not part of the services GTBM has agreed to perform free of additional charge in Section 3(a) will be charged to the Client at GTBM's standard rates set forth in Exhibit C.



- c) In addition to the charges payable pursuant to this Section 2, the Client shall pay any and all import duties, levies or imposts and all sales, use, value-added and other taxes of any nature assessed upon or with respect to such payments under this Agreement, exclusive, however, of taxes based on GTBM's net income. If Client is exempt from the payment of any such taxes, Client shall submit its certificate of exemption to GTBM.
- d) Except as otherwise specified herein, all invoices rendered under this Agreement are due and payable within thirty (30) days of the date of invoice. All invoices (other than for the prepayment of the annual fee for Maintenance) not paid within thirty (30) days from when due shall be subject to a monthly interest charge of one and one-half percent (1 1/2%) per month on the unpaid balance. The failure of the Client to pay the annual fees for Maintenance after written notification shall result in the complete termination of any continuing obligation of GTBM to provide Maintenance to the Client.

3. SYSTEM MAINTENANCE AND ADDITIONAL SUPPORT SERVICES

- a) GTBM will provide the Client with the following maintenance services provided the Client has made all payments due GTBM and has fulfilled all of its requirements under this Agreement and under the End User License Agreement:
 - i) GTBM agrees to provide support and maintenance services to attempt to correct any error or defect reported by the Client and determined by GTBM to be attributable to the Licensed Software. Such services shall be provided during normal business hours, which are 8:30 a.m. through 5:30 p.m., Monday through Friday, except holidays, and in the most expeditious manner reasonably possible and at no additional cost to the Client. In order to expedite such maintenance services, GTBM shall provide 24 hour call-in capability. In no event shall GTBM have any responsibility (1) to correct any data errors or any errors or damage caused by or arising out of input errors or resulting from changes to the Licensed Software made by the Client, or (2) with respect to any data loss or corruption due to any third party software malfunction, hardware problems or failures or any other loss or disruption not caused by GTBM. Upon notifying GTBM of an alleged error in the Licensed Software, the Client shall give GTBM access to its computer equipment, the Licensed Software and all relevant records, and shall assist GTBM in substantiating the existence of the alleged error. Client shall also provide GTBM with a means to remotely connect with the Client's Licensed Software. GTBM shall, at its option, use this remote connection for error detection, analysis, replication or correction.
 - ii) From time to time and at its sole discretion, GTBM may make Modifications and Enhancements available to the Client for purchase at GTBM's then published license fee with respect thereto, provided that the Client is not then in default with respect to any of its obligations to GTBM. The terms on which GTBM will provide Maintenance with respect to the Modification or Enhancement will be set forth in an amendment to this Agreement. The Client is under no obligation to acquire any Modification or Enhancement, with the exception that the Client must allow GTBM to install all Modifications or Enhancements, which are being provided by GTBM at no cost to the Client. The Client will provide GTBM with access to its System to permit installation of each no-cost Modification or Enhancement within 45 days after notification by GTBM of its intention to install the Modification or Enhancement. The failure of the Client to allow GTBM to install any no-cost Modification or Enhancement will relieve GTBM of any further Maintenance obligations with respect to the Licensed Software. All Modifications and Enhancements acquired by the Client, whether for a fee or at no cost, shall become part of the Licensed Software for all purposes of this



Agreement.

- iii) GTBM shall provide up to six (6) hours per month of telephone consultation with respect to the System during GTBM's normal business hours. This technical assistance and consultation is designed to train and help the System manager(s) to operate the System more effectively. These consultation hours, if not used, cannot be carried forward or accumulated month to month.
- iv) GTBM shall only be required to maintain the external communication features of the Software, including access to external databases and communication with other INFO-COP servers, so long as Client continues to purchase support and maintenance services. In particular, GTBM shall have no obligation to provide Client with access to the Central Share database nor to provide Client with the ability to send messages to other external INFO-COP servers if Client discontinues or fails to promptly pay for support and maintenance services.
- b) GTBM will provide consultation and additional training and undertake special programming projects on a time-available basis at GTBM's rates specified in Exhibit C. Any software resulting from a special programming project undertaken by GTBM at the Client's request shall become part of the Licensed Software for all purposes of this Agreement and the End User License Agreement.
- c) In the event that a Modification or Enhancement becomes available for a fee, and Client elects not to purchase it, then Client shall not receive support or maintenance of the Software, as revised, and maintenance and support of the older version of the Software will cease upon forty-five (45) days following release of the Modification or Enhancement.
- d) Maintenance shall be renewed annually at the then prevailing rates, unless Client notifies GTBM of its intent not to renew, not less than 30 days prior to the end of the then current annual term.
- e) The Client shall at all times have at each site at which the System is installed a System manager who is acceptable to GTBM in GTBM's discretion and who has been certified by GTBM as properly trained. All communications by the Client with GTBM must only be made by such System manager or by designated alternates also acceptable to GTBM. The initial System manager is identified on Exhibit D attached hereto. Training for replacement System managers will be provided at GTBM's then applicable rates. The rate during the initial period is listed in Exhibit C; subsequent period rates shall be at GTBM's standard published rates, which will be reflected in a written amendment to be executed by GTBM and the Client.
- f) The Client must at all times while this Agreement remains in effect, provide and maintain in good operating conditions the communication equipment and facilities necessary for GTBM to achieve dial-in access to the System for purposes of remote diagnostics and error correction.
- g) The Client shall perform the routine System maintenance specified on Exhibit E attached hereto for so long as this Agreement remains in effect. GTBM shall be relieved of all of its obligations hereunder in the event that the Client fails to perform such routine maintenance.
- h) GTBM will provide Hardware and maintenance in accordance with the terms and conditions set forth in the attached Exhibit X if applicable. The Client agrees that it will not upgrade, modify, replace or otherwise alter, or attach devices to, the Hardware without the prior written consent of GTBM.



4. PROTECTION OF CONFIDENTIAL INFORMATION

- a) The Client acknowledges that the System constitutes trade secrets and Confidential Information of GTBM or its licensors.
- b) During the course of this Agreement, GTBM and the Client will disclose certain Confidential Information to each other, including without limitation in the case of GTBM,, information specifically relating to the System.
- c) The Client agrees not to sell, assign or distribute the System or any part thereof to any other person, firm or corporation and shall use reasonable efforts to confine knowledge and access to the System only to its employees who require such knowledge and access in the ordinary course and scope of their employment by the Client.
- d) Any information disclosed by one party (disclosing party) to the other (receiving party) which the disclosing party considers confidential shall be: (i) outlined in writing and marked "Confidential" by the disclosing party; (ii) treated as Confidential Information of the disclosing party; (iii) used by the receiving party for no purpose other than as provided in this Agreement; and, (iv) treated in a manner such that the receiving party shall take all reasonable precautions to prevent the disclosure thereof to any third party including such precautions said receiving party takes for protection of its own Confidential Information. The obligations set forth in this Section 4(d) shall not apply, however, to any information which: (i) is already in the possession of the public or becomes available to the public through no breach of this Agreement by the receiving party; (ii) was in the receiving party's possession prior to receipt from the disclosing party, or (iii) is received independently from a third party free to disclose such information to the receiving party.
- e) All Confidential Information furnished by one party to the other shall remain the property of the disclosing party.
- f) Both parties represent that they have the right to disclose the information disclosed under the terms of this Agreement.
- g) This Agreement shall govern all Confidential Information exchanged between the parties including all information exchanged prior to the effective date of this Agreement.
- h) GTBM or its licensors retains the right to seek copyright protection for the Licensed Software or any copyrightable material. The Client shall not remove any copyright or proprietary rights notice included in any materials furnished to the Client in connection with this Agreement or the End User License Agreement.
- i) The Client shall not, unless specifically authorized under this Agreement or except for ordinary and necessary backup for archival or disaster recovery purposes, use, make, or have made any more copies of the Licensed Software or any part thereof than are delivered by GTBM for the Client's use hereunder.

5. LIMITATION OF LIABILITY

IN NO EVENT SHALL GTBM BE LIABLE FOR ANY ACTUAL DAMAGES WHATSOEVER CAUSED



BY THE CLIENT'S FAILURE TO PERFORM ITS RESPONSIBILITIES HEREUNDER OR FOR LOST PROFITS OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. TERMINATION

- a) GTBM may terminate this Agreement if GTBM gives written notice to the Client specifying the Client's failure to make payment when due and the Client fails to make such payment within ten (10) days following receipt of such notice.
- b) Either party may terminate this Agreement if the other party fails or defaults in the performance of any of its material obligations under this Agreement (other than failure by the Client to make any payment when due as governed by section 7(a) above) and fails to cure or substantially cure such failure or default within thirty (30) days following receipt of written notice.
- c) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- d) GTBM may terminate this Agreement without cause on sixty (60) days' prior written notice to Client.
- e) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.
- f) Each party's obligation to protect the confidential nature of the System and other Confidential Information under Section 4 shall survive any termination or expiration of this Agreement indefinitely.

7. MISCELLANEOUS

- a) The parties agree that this Agreement and the End User License Agreement, including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the System and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Client may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations,



neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. Client acknowledges and agrees that, due to the unique nature of the Licensed Software there can be no adequate remedy at law for a material breach of the Agreement and that such breach would cause irreparable harm to GTBM or its licensors; therefore, GTBM or its licensors shall be entitled to seek immediate equitable relief, in addition to whatever remedies GTBM or its licensors might have at law or under the Agreement. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.

GTBM Inc.

CLIENT

By: _____
Name: Vin Cronen
Title: CFO

By: _____
Name: _____
Title: _____



Exhibit C
Fees

Info-Cop mobile licenses annual renewal \$72,187.50

Info-Cop server license annual renewal \$3,750.00

Info-Cop additional features \$5,250.00 reports renewal.

Training of System Manager \$125.00 per hour

Training of Replacement Manager \$125.00 per hour

Additional training and consultation \$125.00 per hour



Exhibit D
Systems Manager Identification

Jersey City Police Department hereby designates:

Name John Tkaczyk
Title
Address 8 Erie St
Address Jersey City NJ
Phone 201-547-5226
Cell Phone 201-705-4626
Fax
Email jtkaczyk@jcnj.org

as the initial System Manager in regard to the Info-Cop System and remains in this capacity until a successor is appointed. Systems Managers must be trained in proper use and administration of the system.



Exhibit E
Routine System Maintenance

Jersey City Police Department is responsible for routine system maintenance including the following:

- Maintaining wireless service from a reliable provider.
- Maintaining high-speed internet connections. (Including working modem)
- Maintaining effective firewall.
- Maintaining virus defense definition updates.
- Maintaining Microsoft service specification updates.
- Maintaining an annual vacuum dust servicing of server (if applicable)
- Maintaining the uninterrupted power supply service in working order.
- Maintaining the appropriate back up of data, daily. (if applicable)
- Maintaining the users access to the system, as needed.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

GOLD TYPE BUSINESS MACHINES

TRADE NAME:

TAXPAYER IDENTIFICATION#:

222-162-411/000

SEQUENCE NUMBER:

0067515

ADDRESS:

351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073

ISSUANCE DATE:

10/13/04

EFFECTIVE DATE:

12/22/77

ORM-BRC(08-01)

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jessy City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Vincent Crowen
Representative's Signature: [Signature]
Name of Company: Gold Type Business Machines Inc
Tel. No.: 201-935-5090 Date: 1/5/11

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Gold Type Business Machines Inc

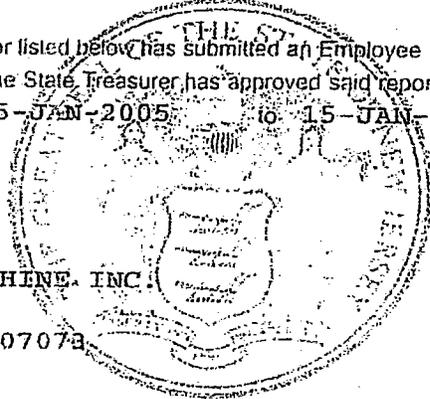
SIGNATURE: Vincent Plover DATE: 1/5/11

PRINT NAME: Vincent Plover TITLE: CFO

Certification 24180

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-11 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2005** to **15-JAN-2012**



GOLD TYPE BUSINESS MACHINE, INC.
353 PATERSON AVENUE
EAST RUTHERFORD NJ 07073



Bradley Abel

State Treasurer

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Gold Type Business Machines Inc
Address : 351 Pedersen Ave, East Rutherford NJ 07073
Telephone No. : 201 - 935 - 5090
Contact Name : Vin Cloves

Please check applicable category :

- Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

**Definitions
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Gold Type Business Machines Inc
Address : 351 Paterson Ave, East Rutherford NJ 07073
Telephone No. : 201 - 935 - 5090
Contact Name : Vin Cronen

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

**Definitions
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *Gold Type Business Machines* ^{Gold Type Business} *business entity* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled 1/5/11)* for approval of the contract by the governing body to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *City of Jersey City* ^{City of Jersey City} as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund 2005
Friends of Peter Brennan Election Fund	Steven Fulop for Jersey City Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Mary Spinello for Council	Healy for Mayor 2009
Friends of Steve Lipski	

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Rich Picotti	71 Ridge Rd Rutherford, NJ 07070

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Gold Type Business Machines Inc
 Signed: Vincent Crown Title: CEO
 Print Name: Vincent Crown Date: 1/5/11

Subscribed and sworn before me this 5 day of JAN, 2011.
 My Commission expires: DEANNA SCIOLARO
 NOTARY PUBLIC OF NEW JERSEY
 MY COMMISSION EXPIRES JULY 16, 2011

Vincent Crown
 (Affiant)
Vincent Crown CEO
 (Print name & title of affiant) (Corporate Seal)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body; regardless of title):

*See Attached City of Jersey City
Disclosure Certification Form*

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Gold Type Business Machines Inc

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership, Corporation, Sole Proprietorship, Limited Partnership, Limited Liability Corporation, Limited Liability Partnership, Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 3 rows and 2 columns for Name and Home Address. First row contains handwritten entry for Rich Picelli.

Subscribed and sworn before me this 5 day of Jan, 2011. Includes notary signature for Deanna Sciolaro and affiant signature for Vincent Chomera CFO.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
 FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
 CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the ~~business entity~~ ^{Gold Type Business Machines} has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding ^(date of award scheduled 3/4/11) for approval of the contract by the governing body to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the ^{City of Jersey City} ~~name of entity of elected officials~~ as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Rich Piccoli	71 Ridge Rd Rutherford, NJ 07070

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Gold Type Business Machines Inc
 Signed: [Signature] Title: CEO
 Print Name: Vincent Crown Date: 3/4/11

Subscribed and sworn before me this <u>4th</u> day of <u>March</u> , 2011. My Commission expires: <u>[Signature]</u> DEANNA SCIOLARO NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES JULY 16, 2011	<u>[Signature]</u> (Affiant) <u>Vincent Crown CEO</u> (Print name & title of affiant) (Corporate Seal)
--	---

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machines Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding 3/4/11 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Gold Type Business Machines Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Gold Type Business Machines Inc

Signed [Signature] Title: CEO

Print Name V. Wend Crown Date: 3/4/11

Subscribed and sworn before me this 4 day of March 2011.

My Commission expires: [Signature] (Affiant)
V. Wend Crown CEO
(Print name & title of affiant) (Corporate Seal)

[Signature]
DEANNA SCIOLARO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 16, 2011

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-257

Agenda No. 10.Z.6

Approved: APR 27 2011



TITLE:

RESOLUTION AUTHORIZING A RENEWAL OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC. AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 10-227, approved on April 14, 2010, awarded one-year contracts in the total amount of \$527,798.80 to Chuk's Professional Cleaning, United Services, and Temco Building Maintenance for janitorial services for the City of Jersey City (City), Department of Public Works/Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contracts for up to two (2) additional one year terms, with the renewal contract prices being the preceding year's contract prices as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, the contractors have been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first of the two options and renew the contracts for an additional one-year period effective as of April 15, 2011 and ending on April 14, 2012; and

WHEREAS, the total cost of the contract renewals is **Five Hundred and thirty five thousand, eight hundred and thirty seven dollars and eighteen cents (\$535,837.18)**; and

WHEREAS, funds in the amount of **\$53,000.00** are available in Account No. 11-01-201-26-291-314.

Vendor:	Location:	Ext. Amt:
Chuk's Professional Cleaning, Inc.	Block 1: - Police HDQ- 8 Erie Street - Health Clinic, 115 Christopher Col. Dr.	\$57,912.00
Chuk's Professional Cleaning, Inc	Block 3: - South District, 191 Bergen Avenue - Maureen Collier Mem. Sr. Ctzn Ctr, 355 Bergen Av	\$29,260.80
Chuk's Professional Cleaning, Inc	Block 5: - West District, 576 Communipaw Ave. - Juvenile Bureau, 130 Cator Ave.	\$29,260.80
Chuk's Professional Cleaning, Inc	Block 11: - Public Works Compound, Route 440	\$83,312.00
	- Blood Cleanup / Miscellaneous	\$5,819.65
United Service	Block 2: -284 Central Ave. (North District) -394 Central Ave. (CCTV) - 28 Paterson Street	\$28,184.85

Continued on page 2

City Clerk File No. Res. 11-257
 Agenda No. 10.Z.6 APR 27 2011

TITLE:

RESOLUTION AUTHORIZING A RENEWAL OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

United Service	Block 8 - 400 Sip Ave, Recreation Facility - 100 Philips St. (JCPD Car Pound)	\$28,332.18
	FLOOR CARE AT: - 140 MLK Drive (Community Center) - 715 Summit Avenue and Pershing Field	\$9,243.36
Temco Building Maintenance	BLOCK 4: - 207 7 th Street (East District) - 465 Marin Blvd (Fire HQ)	\$29,389.83
	BLOCK 6: - 280 Grove Street (City Hall)	\$88,170.52
	BLOCK 7: - 365 Summit Avenue (Municipal Court)	\$58,780.68
	BLOCK 9: - 1 Journal Square Plaza	\$29,389.83
	BLOCK 10: - 100 Cornelison Ave (Motorcycle Squad) - HUB (Human Resources)	\$58,780.68

Vendor:	Locations:	Purchase Order #	Amount
Chuk's Professional Cleaning, Inc, 8 Davidson St. Belleville, NJ 07109	Block #s : 1, 3, 5, 11	PO's <u>102955</u>	\$2,000.00
		<u>102954</u>	\$20,000.00
United Service 482 Forest Street Kearny, NJ 07032	Block #: 2,8	PO's <u>102952</u>	\$3,000.00
		<u>102951</u>	\$8,000.00
Temco Building One Park Avenue New York, NY 10016	Block #: 4,6,7,9,10	PO <u>102953</u>	\$20,000.00
		Temp. Encumbrance	\$53,000.00

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the contracts with Chuk's Professional Cleaning, United Services, Cristi Cleaning, and Temco Building Maintenance for Janitorial Services for the Department of Public Works/Division of Buildings and Street Maintenance;
- 2) The renewal contracts are for a one-year period effective as of April 15, 2011, and the total cost of the contracts shall not exceed **\$ 535,837.18** ;

Continued on page 3

TITLE:

RESOLUTION AUTHORIZING A RENEWAL OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contracts after the expenditure of funds encumbered in the 2011 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2011 calendar year permanent budget and in the subsequent calendar year budget; and
- 4) The award of these contracts shall be subject to the condition that the vendors provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 11-01-201-26-291-314 for payment of the above resolution.

RWH/sb
April 18, 2011

APPROVED: Rodney Hadley APPROVED AS TO LEGAL FORM
Rodney W. Hadley, Director, Department of Public Works

APPROVED: [Signature]
Business Administrator Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/27/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/resolution/cooperative agreement:

Resolution authorizing a renewal with Chuk's professional Cleaning, United Service and Temco Building Maintenance for providing Janitorial Services for the Department of Public Works, Division of Buildings and Streets Maintenance.

2. Name and title of person initiating ordinance/resolution, etc.:

Rodney W. Hadley, Director of the Department of Public Works for the Division of Buildings and Streets Maintenance.

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Resolution for janitorial services for the Department of Public Works, Division of Buildings and Streets Maintenance.

4. Reasons (need) for the proposed program, project, etc.:

For janitorial services for the Department of Public Works, Division of Buildings and Streets Maintenance.

5. Anticipated benefits to the community:

For janitorial service of various owned City buildings for the Department of Public Works, Division of Buildings and Streets Maintenance.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):

The cost of this renewal is five hundred and thirty five thousand, eight hundred and thirty seven dollars and eighteen cents (\$535,837.18).

7. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

April 14, 2012.

9. Person responsible for coordinating proposed program, project, etc.:

John McGrath, Director, Division of Buildings and Streets Maintenance, Department of Public Works.

10. Additional comments:

Resolution proposed at the recommendation of the Director of Buildings and Streets Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.



Signature of Department Director

4/18/11

Date

CERTIFICATION OF RODNEY W. HADLEY

I, Rodney W. Hadley, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. The Department of Public Works, Division of Buildings and Streets Maintenance is authorizing a renewal with Chuk's professional Cleaning, United Service and Temco Building Maintenance for providing Janitorial Services for the Department of Public Works, Division of Buildings and Streets Maintenance
3. The total funds requested for this purpose is \$535,837.18.
4. The funds are available in Account No. **11-01-201-26-291-314.**
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: _____

4/18/11



Rodney W Hadley
Director of Department of Public Works

CITY OF JERSEY CITY

Requisition #

0154122

Assigned PO #

102954

Requisition

Vendor
CHUKS PROFESSIONAL CLEANING
109 WASHINGTON AVE, OFFICE #4
BELLEVILLE NJ 07109

Dept. Bill To
BUILDING & STREET MAINTENANCE
575 ROUTE 440
ROOM 127
JERSEY CITY NJ 07305

Dept. Ship To
575 ROUTE 440
ROOM 127
JERSEY CITY NJ 07305

CH112108MV

Contact Info
JOHN MCGRATH, DIRECTOR
2015474432

Quantity	UOM	Description	Account	Unit Price	Total
1.00	REN	RENEWAL FOR: JANITORIAL SERVICES AT VARIOUS LOCATIONS	01-201-26-291-314	20,000.00	20,000.00

*** EXERCISING 1ST OF TWO OPTIONS TO RENEW FOR AN
ADDITIONAL YEAR

DURATION OF CONTRACT = 04/15/11 TO 04/14/12
CONTRACT AMOUNT = \$199,745.60
TEMP ENCUMBRANCY = \$20,000.00

RESO # 10-227 , DATED 04/14/10
INITIAL PO 99189

PARTIAL PAYMENT VOUCHERS

Requisition Total 20,000.00

Req. Date: 04/18/2011

Requested By: BAIJNAUTHS

Buyer Id:

Approved By:

Richard Bayona
04/18/11

This Is Not A Purchase Order

CITY OF JERSEY CITY

Requisition #

0154123

Assigned PO #

102955

Requisition

Vendor
CHUKS PROFESSIONAL CLEANING
109 WASHINGTON AVE, OFFICE #4
BELLEVILLE NJ 07109

Dept. Bill To
BUILDING & STREET MAINTENANCE
.575 ROUTE 440
ROOM 127
JERSEY CITY NJ 07305

Dept. Ship To
575 ROUTE 440
ROOM 127
JERSEY CITY NJ 07305

CH112108MV

Contact Info
JOHN MCGRATH, DIRECTOR
2015474432

Quantity	UOM	Description	Account	Unit Price	Total
1.00	REN	RENEWAL FOR: BLOOD CLEANUP AND MISCELLANEOUS SERVICES	01-201-26-291-314	2,000.00	2,000.00

*** EXERCISING 1ST OF TWO OPTIONS TO RENEW FOR AN ADDITIONAL YEAR

DURATION OF CONTRACT = 04/15/11 TO 04/14/12
CONTRACT AMOUNT = \$5,819.65
TEMP. ENCUMBRANCY = \$2,000.00

RESO # 10-227 , DATED 04/14/12
INITIAL PO 99191

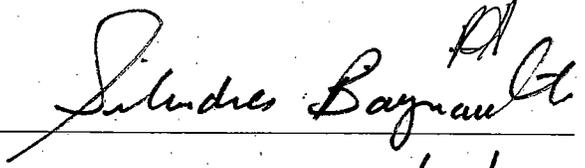
PARTIAL PAYMENT VOUCHERS

Requisition Total 2,000.00

Req. Date: 04/18/2011

Requested By: BAIJNAUTHS

Buyer Id:

Approved By: 

04/18/11

This Is Not A Purchase Order

CITY OF JERSEY CITY

Requisition #

0154121

Assigned PO #

102953

Requisition

Vendor
TEMCO BUILDING MAINTENANCE
ONE MADISON STREET
EAST RUTHERFORD NJ 07073

TE546465

Dept. Bill To
BUILDING & STREET MAINTENANCE
575 ROUTE 440
ROOM 127
JERSEY CITY NJ 07305

Contact Info
JOHN MCGRATH, DIRECTOR
2015474432

Dept. Ship To
575 ROUTE 440
ROOM 127
JERSEY CITY NJ 07305

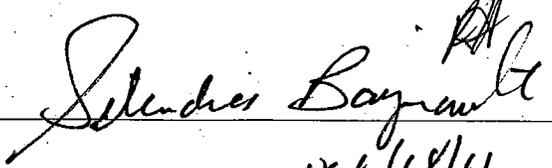
Quantity	UOM	Description	Account	Unit Price	Total
1.00	REN	RENEWAL FOR: JANITORIAL SERVICES AT VARIOUS LOCATIONS CITYWIDE *** EXERCISING 1ST OF TWO OPTIONS TO RENEW FOR AN ADDITIONAL YEAR DURATION OF CONTRACT = 04/15/11 TO 04/14/12 CONTRACT AMOUNT = \$264,511.54 TEMP. ENCUMBRANCY = \$20,000.00 RESO # 10-227, DATED 04/14/12 INITIAL PO 99188 PARTIAL PAYMENT VOUCHERS	01-201-26-291-314	20,000.00	20,000.00

Requisition Total 20,000.00

Req. Date: 04/18/2011

Requested By: BAIJNAUTHS

Buyer Id:

Approved By: 
04/18/11

This Is Not A Purchase Order

CITY OF JERSEY CITY

Requisition #

0154113

Assigned PO #

102951

Requisition

Vendor
UNITED SERVICES INC
462 FOREST STREET
KEARNY NJ 07032

UN562523MV

Dept. Bill To
BUILDING & STREET MAINTENANCE
575 ROUTE 440
ROOM 127
JERSEY CITY NJ 07305

Contact Info
JOHN MCGRATH, DIRECTOR
2015474432

Dept. Ship To
575 ROUTE 440
ROOM 127
JERSEY CITY NJ 07305

Quantity	UOM	Description	Account	Unit Price	Total
1.00	REN	RENEWAL FOR: JANITORIAL SERVICES AT VARIOUS LOCATIONS CITYWIDE	01-201-26-291-314	8,000.00	8,000.00

*** EXERCISING FIRST OF TWO OPTIONS TO RENEW FOR AN ADDITIONAL YEAR

DURATION OF CONTRACT = 04//15/11 TO 04/14/12
CONTRACT AMOUNT = \$56,517.03
TEMP. ENCUMBRANCY = \$8,000.00

RESO # 10-227, DATED 04/14/10

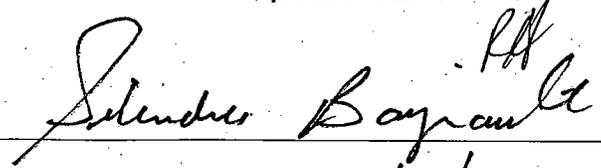
INITIAL PO 99187
PARTIAL PAYMENT VOUCHERS

Requisition Total 8,000.00

Req. Date: 04/18/2011

Requested By: BAIJNAUTHS

Buyer Id:

Approved By: 

04/18/11

This Is Not A Purchase Order

CITY OF JERSEY CITY

Requisition #

0154116

Assigned PO #

102952

Requisition

Vendor
UNITED SERVICES INC
462 FOREST STREET
KEARNY NJ 07032

UN562523MV

Dept. Bill To
BUILDING & STREET MAINTENACE
575 ROUTE 440
ROOM 127
JERSEY CITY NJ 07305

Contact Info
JOHN MCGRATH, DIRECTOR
2015474432

Dept. Ship To
575 ROUTE 440
ROOM 127
JERSEY CITY NJ 07305

Quantity	UOM	Description	Account	Unit Price	Total
----------	-----	-------------	---------	------------	-------

1.00	REN	RENEWAL FOR:	01-201-26-291-314	3,000.00	3,000.00
------	-----	--------------	-------------------	----------	----------

FLOOR CARE AT VARIOUS LOCATIONS

*** EXERCISING 1ST OF TWO OPTIONS TO RENEW FOR
AS ADDITIONAL YEAR

DURATION OF CONTRACT = 04/15/11 TO 04/14/12
CONTRACT AMOUNT = \$9,243.36
TEMP. ENCUMBRANCY = \$3,000.00

RESO # 10-227 , DATED 04/14/12

INITIAL PO 99190

PARTIAL PAYMENT VOUCHERS

Requisition Total 3,000.00

Req. Date: 04/18/2011

Requested By: BAIJNAUTHS

Buyer Id:

Approved By:

Silvius Bayan
04/18/11

This Is Not A Purchase Order

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 10-227

Agenda No. 10.Y

Approved: APR 14 2010

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF JANITORIAL SERVICES CONTRACTS FOR VARIOUS CITY BUILDINGS TO CHUK'S PROFESSIONAL CLEANING, INC., CRISTI CLEANING SERVICE, UNITED SERVICES, INC., AND TECHNICAL BUILDING MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS & STREETS MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Acting Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for Janitorial Services for various City Buildings for the Department of Public Works/Division of Buildings & Streets Maintenance pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received Twelve (12) Bids, with partial awards being made to the lowest responsible bidders, **Chuk's Professional Cleaning, 109 Washington Ave., Office#4, Belleville, NJ 07109, in the amount of Two Hundred Two Thousand, Three Hundred Twenty Eight Dollars (\$202,328.00), Cristi Cleaning Service, 77 Trinity Place, Hackensack, NJ, 07601, in the amount of Four Hundred (\$400.00) Dollars, United Services, Inc., 482 Forest Street, Kearny, NJ, 07032, in the amount of Sixty Four Thousand, Seven Hundred Twenty Four Dollars (\$64,724.80) and Eighty Cents, Technical Building Maintenance, One Park Avenue, New York, NY 10016, in the amount of Two Hundred Sixty Thousand, Three Hundred Forty Six Dollars (\$260,346.00):**

<u>Vendor</u>	<u>Locations</u>	<u>Award Amount</u>	
Chuk's Professional Cleaning, Inc.	Block 1:	\$57,000.00	
	-Police HDQ-8 Eric Street -115 C. Columbus Dr.(Health Clinic)		
	Block 3:	\$28,800.00	
	-191 Bergen Ave(South District) -355 Bergen Ave.(Maureen Collier Cntr)		
	Block 5:	\$28,800.00	
	-576 Communipaw Ave.(West District) -130 Cator Ave.(Juvenile Bureau)		
	Block 11:	\$82,000.00	
	-575 Route 440 (DPW) Blood Clean Up/Miscellaneous		
	Cristi Cleaning Service	FLOOR CARE AT: 360 MLK Drive(Building Dept. Annex)	\$5,728.00
	United Services	Block 2:	\$27,741.00
-284 Central Ave.(North District) -394 Central Ave.(CCTV)			
-28 Paterson St.			

(CONTINUED ON PAGE 2)

TITLE: APR 14 2010

RESOLUTION AUTHORIZING THE AWARD OF JANITORIAL SERVICES CONTRACTS FOR VARIOUS CITY BUILDINGS TO CHUK'S PROFESSIONAL CLEANING, INC., CRISTI CLEANING SERVICE, UNITED SERVICES, INC., AND TECHNICAL BUILDING MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS& STREETS MAINTENANCE

	<u>Block 8:</u> -Chapel Ave.(Police Academy), Recreation Facility, & 100 Phillips St. (JCPD CAR POUND)	\$27,886.00
	<u>FLOOR CARE AT:</u> 140 MLK Drive (Community Center) 715 Summit Ave. Pershing Field	\$9,097.80
Technical Building Maintenance	<u>Block 4:</u> -207 7 th st.(East District) -465 Marian Blvd(Fire HQ)	\$28,927.00
	<u>Block 6:</u> -280 Grove St.(City Hall)	\$86,782.00
	<u>Block 7:</u> -365 Summit Ave.(Municipal Court)	\$57,855.00
	<u>Block 9:</u> -1 Journal Sq. Plaza	\$28,927.00
	<u>Block 10:</u> -100 Cornelison Ave.(Motorcycle Squad) -201 Cornelison Ave.(Human Resources)	\$57,855.00

Total bid amount of Five Hundred Twenty Seven Thousand, Seven Hundred Ninety Eight Dollars (\$527,798.80) and Eighty Cents; and

WHEREAS, the Acting City Director of Purchasing has certified that he considers said bids to be fair and reasonable; and

WHEREAS, the contracts are for one year effective date of March 1, 2010; and

WHEREAS, the City shall have the right to renew the contract for up to two (2) additional one-year periods

WHEREAS, the sum of Five Hundred Twenty Seven Thousand, Seven Hundred Ninety Eight Dollars (\$527,798.80) and Eighty Cents, will be budgeted for the 2010 Budget Year subject to the approval of said budget by the Municipal Council; and

WHEREAS, the sum of Fifty Three Thousand (\$53,000.00) is available in the 2010 temporary budget in Account No. 01-201-26-291-314, Department of Pubic Works/Buildings & Streets Maintenance; and

WHEREAS, these funds are available for his expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.; and

(CONTINUED ON PAGE 3)

APR 14 2010

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF JANITORIAL SERVICES CONTRACTS FOR VARIOUS CITY BUILDINGS TO CHUK'S PROFESSIONAL CLEANING, INC., CRISTI CLEANING SERVICE, UNITED SERVICES, INC., AND TECHNICAL BUILDING MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS& STREETS MAINTENANCE

**Department of Public Works/Division of Building & Street Maintenance
 Account No. 01-201-26-291-314**

<u>Vendor</u>	<u>Locations:</u>	<u>P.O. NO.</u>	<u>Encumbrance</u> <u>Amount</u>
Chuk's Professional Cleaning, Inc. 109 Washington Ave Belleville, NJ 07109	Block#'s 1,3,5,11	99191 - *2,000 99189 - *20,000	\$22,000.00
United Services 482 Forest Street Kearny, NJ, 07032	Block#'s 2,8	99190 - *3,000 99187 - *8,000	\$11,000.00
Technical Building Maintenance One Park Avenue New York, NY 10016	Block#'s 4,6,7,9,10	99188	\$20,000.00
		TEMPORARY ENCUMBRANCE	\$53,000.00
Cristi Cleaning Service 77 Trinity Place Hackensack, NJ, 07601	Floor Care	99180	\$400.00

WHEREAS, the remaining contract funds will be made available in the 2010, 2011, 2012, & 2013 temporary and permanent budgets; and

WHEREAS, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2010, 2011 & 2012 temporary and permanent budgets; and

WHEREAS, the bid specifications described twenty (20) different buildings that require janitorial services and reserved the right to award a contract on a per block basis.

TITLE: APR 14 2010

RESOLUTION AUTHORIZING THE AWARD OF JANITORIAL SERVICES CONTRACTS FOR VARIOUS CITY BUILDINGS TO CHUK'S PROFESSIONAL CLEANING, INC., CRISTI CLEANING SERVICE, UNITED SERVICES, INC., AND TECHNICAL BUILDING MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS & STREETS MAINTENANCE

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bids of the aforementioned companies be accepted and that contracts be awarded to said companies in the above amounts, and the Acting Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that the continuation of these contracts after the expenditure of funds encumbered by this resolution shall be subject to the availability and appropriation of funds in the fiscal year 2010 permanent budget, and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account No. 01-201-26-291-314

APPROVED: [Signature]
 Peter Folgado, Acting Purchasing Director

APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/14/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk



CHUK'S PROFESSIONAL CLEANING INC.

Carpet & Upholstery Cleaning - Floor Waxing & Buffing
State of the Art Equipment/Professional Technicians

109 Washington Ave., Side Office #4, Belleville, NJ 07109

Tel (973) 759-0014 Toll FREE 1 866-644-0012 Fax (973) 759-0068



April 7, 2011

John McGrath
Director of Buildings & Street Maintenance
D.P.W.
575 Route 440
Jersey City, NJ 07305

Dear Mr. McGrath:

In response to your letter dated March 29, 2011, we accept the renewal of the Janitorial Services at Various Locations within the City of Jersey City contract.

We thank you for the opportunity to continue to service your buildings.

Thank you.

Sincerely,

Livinus Mbamara, President
Chuk's Professional Cleaning, Inc.

Residential & Commercial

Sanding Wood Floors • Wood Floor Cleaning • Strip/Wax • Spray Buffing Vinyl Tile • Terrazzo Tiles
Vinyl/Asbestos Tiles • Asphalt Tiles • Linoleum • Rubber Tiles • Sealed Wood • Quarry Tile • Carpet Shampooing & Steaming

Silendra Bajnauth

From: Tricia Williams
Sent: Tuesday, April 19, 2011 12:39 PM
To: Silendra Bajnauth; Zakia Gregory
Subject: FW: Price Renewal (Chuk's)

Importance: High

From: Livinus Mbamara [<mailto:livmba@comcast.net>]
Sent: Tuesday, April 19, 2011 12:32 PM
To: Tricia Williams
Subject: Price Renewal
Importance: High

April 19, 2011

John McGrath
Director of Buildings & Street Maintenance
D.P.W.
575 Route 440
Jersey City, NJ 07305

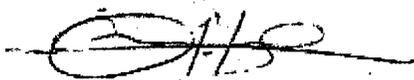
Dear Mr. McGrath:

In response to your letters dated April 18, 2011, we accept the renewal terms of the increase in pricing of the Janitorial Services at Various Locations and the Blood Clean up within the City of Jersey City contracts.

We thank you for the opportunity to continue to service your buildings.

Thank you.

Sincerely,



Livinus Mbamara, President
Chuk's Professional Cleaning, Inc.

Crystal Dodson

Administrative Assistant
Chuk's Professional Cleaning, Inc.
109 Washington Avenue, Ste. D
Belleville, NJ 07109
P: 973-759-0014
F: 973-759-0068

CITY OF
JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF BUILDINGS & STREET MAINTENANCE

John McGrath
Director of Buildings & Streets

Richard Freda
Director of Custodial Services



Jerramiah Healy Mayor

Rodney Hadley
Director of Department of Public Works

March 29, 2011

Chuk's Professional Cleaning
109 Washington Ave. Office #4
Belleville, NJ 070109
Attn: Livinus Mbamara, President

Dear Mr. Mbamara,

Your present maintenance contract for Janitorial Services at Various Locations within the City of Jersey City is due to expire on April 13, 2011. The provisions of your contract allow the City to renew the contract for 2-one year terms. This will be the first renewal of your contract.

Additional information will be sent out to you, with the price adjustment based on the Consumer Price Index (CPI). The new total contract amount will be based on the (CPI) price adjustment. We should have the new total contract amount by the second week of April.

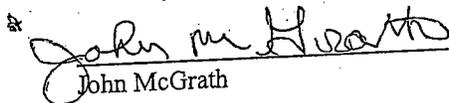
Service Maintenance Locations:

1. Police Communications 73-85 Bishop St.
2. Police Headquarters 8 Erie St.
3. South District 191 Bergen Ave.
4. Maureen Collier Senior Center 355 Bergen Ave.
5. Department of Public Works 575 Route. 440
6. Juvenile Bureau 130 Cator Ave.

Also, attached are EEO/Affirmative Action forms which need to be filled out and returned. The sooner we receive all required documents, it would be processed in a timely manner.

Should you have any questions, please feel free to give me a call. (201) 547-4432

Sincerely,


John McGrath

Director of Buildings & Street Maintenance
cc Rodney Hadley, Director of Department of Public Works
Richard Freda, Director of Custodial Services
Silendra Bajjnauth, Fiscal Officer

file
type rf/jl

EXHIBIT A (Cont)

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and service contract, one of the following three documents:

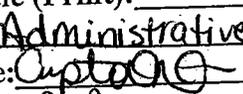
- Letter of Federal Affirmative Action Plan Approval
- Certification of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C.17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Service and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required form of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C.17:27.

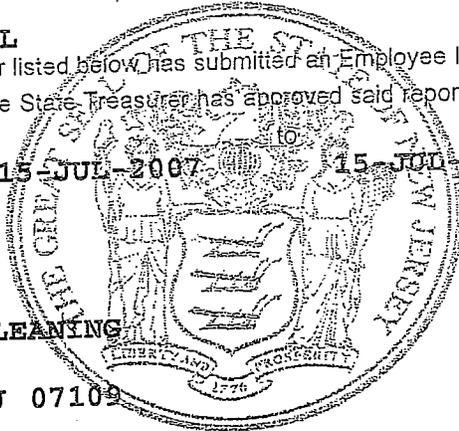
Representative's Name/Title (Print): Crystal Dodson, Administrative Assistant
Representative's Signature: 
Name of Company: Chuk's Professional Cleaning Inc.
Tel. No.: 973-759-0014 Date: 4/7/11

CERTIFICATE OF EMPLOYEE INFORMATION REPORT ¹⁰³⁰

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

~~15 JUL 2007~~ to ~~15 JUL 2014~~



CHUKS PROFESSIONAL CLEANING
8 DAVIDSON STREET
BELLEVILLE NJ 07109



Bradley Abela

State Treasurer

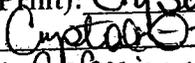
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1999 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damage against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Crystal Dodson, Administrative Assistant
Representative's Signature: 
Name of Company: Chuk's Professional Cleaning, Inc
Tel. No.: 973-759-0014 Date: 4/7/11

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

CHUK'S PROFESSIONAL CLEANING, INC
109 Washington Ave
Office #4
Belleville, NJ 07109

Business Name : _____
Address : _____
Telephone No. : 973-759-0014
Contact Name : Livinus mbamaro

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : CHUK'S PROFESSIONAL CLEANING, INC
109 Washington Ave
Address : Office #4
Belleville, NJ 07109
Telephone No. : 973-759-0014
Contact Name : Livinus Mbamara

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

JON S. CORZINE
Governor



DAVID ROUSSEAU
State Treasurer

CERTIFIED

by the

Department of the Treasury
Division of Minority and Women Business Development

under the

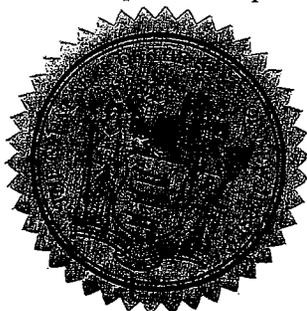
Small Business Set-Aside Act
and

Women and Minority Certification Program

This certificate acknowledges **CHUKS PROFESSIONAL CLEANING INC** is a MBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually, the business must submit, not more than 20 days prior the anniversary of the certification, annual verification statement, in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.




Francis E. Blanco
Director

Certificate Number: 51182-21

Issued: December 28 2009

Expiration: December 27, 2012

JON S. CORZINE
Governor



DAVID ROUSSEAU
State Treasurer

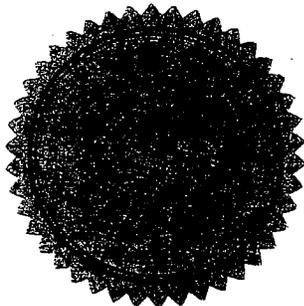
APPROVED

by the
Department of the Treasury
Division of Minority and Woman Business Development
under the
Small Business Set-Aside Act
and
Women and Minority Certification Program

This certificate acknowledges **CHUKS PROFESSIONAL CLEANING INC** as a **Category 1 & 4** approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13.

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Certification Number: 51225-21

Issued: January 4, 2010

Nina E. Moseley
Nina E. Moseley
Senior Director

Expiration: January 3, 2013

JON S. CORZINE
Governor



DAVID ROUSSEAU
State Treasurer

CERTIFIED

by the

Department of the Treasury
Division of Minority and Women Business Development

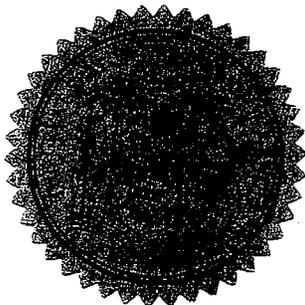
under the

Small Business Set-Aside Act
and
Women and Minority Certification Program

This certificate acknowledges **CHUKS PROFESSIONAL CLEANING INC** is a MBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually, the business must submit, not more than 20 days prior the anniversary of the certification, annual verification statement, in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



A handwritten signature in cursive script, appearing to read "Francis E. Blanco".

Francis E. Blanco
Director

Certificate Number: 51182-21

Issued: December 28 2009

Expiration: December 27, 2012

JON S. CORZINE
Governor



DAVID ROUSSEAU
State Treasurer

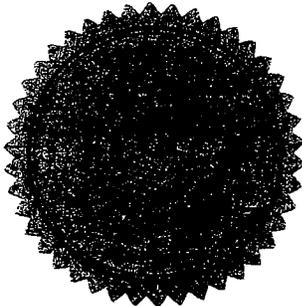
APPROVED

by the
Department of the Treasury
Division of Minority and Woman Business Development
under the
Small Business Set-Aside Act
and
Women and Minority Certification Program

This certificate acknowledges **CHUKS PROFESSIONAL CLEANING INC** as a **Category 1 & 4** approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13.

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Certification Number: 51225-21

Issued: January 4, 2010

Nina E. Moseley

Nina E. Moseley
Senior Director

Expiration: January 3, 2013



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CHUKS PROFESSIONAL CLEANING INC
Trade Name:
Address: 109 WASHINGTON AVENUE, OFFICE #4
BELLEVILLE, NJ 07109
Certificate Number: 1219891
Effective Date: March 13, 2006
Date of Issuance: April 04, 2011

For Office Use Only:
20110404144433219

03/18/06

Taxpayer Identification# 260-067-256/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

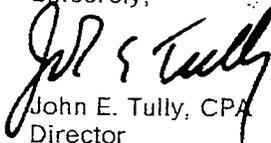
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,


John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

CHUKS PROFESSIONAL CLEANING INC

TRADE NAME:

ADDRESS:

**8 DAVIDSON ST
BELLEVILLE NJ 07109**

SEQUENCE NUMBER:

1219891

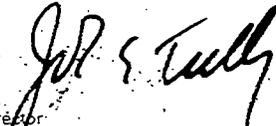
EFFECTIVE DATE:

06/18/03

ISSUANCE DATE:

03/18/06

FORM-BRC(08-01)


Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



UNITED SERVICES, INC.
— Our Success Is Customer Driven.

April 19, 2011

City of Jersey City
Department of Public Works
Mr. John McGrath
Director of Buildings and Streets Maintenance
575 Route 440
Jersey City, NJ 07305

P O B O X 1 0 6 7

K E A R N Y

N E W J E R S E Y

Re: Janitorial Services at Various Buildings

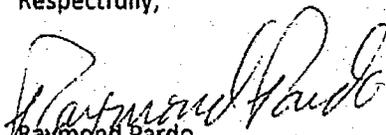
0 7 0 3 2

Mr. McGrath;

Please be advised that United Services, Inc. is more than happy to accept the contract renewal and the terms as indicated in your letter of April 18, 2011.

Thank you for your time and effort and we appreciate the opportunity to continue serve the City of Jersey City.

Respectfully;


Raymond Pardo
President
United Services, Inc.

V O I C E

2 0 1 . 9 5 5 . 1 3 0 0

F A X

2 0 1 . 9 5 5 . 3 7 3 5



UNITED SERVICES, INC.
Our Success Is Customer Driven.

April 19, 2011

City of Jersey City
Department of Public Works
Mr. John McGrath
Director of Buildings and Streets Maintenance
575 Route 440
Jersey City, NJ 07305

P O B O X 1 0 6 7

K E A R N Y

N E W J E R S E Y

Re: Floor Care at Various Buildings

0 7 0 3 3

Mr. McGrath:

Please be advised that United Services, Inc. is more than happy to accept the contract renewal and the terms as indicated in your letter of April 18, 2011.

Thank you for your time and effort and we appreciate the opportunity to continue serve the City of Jersey City.

Respectfully;

Raymond Pardo
President
United Services, Inc.

V O I C E

2 0 1 . 9 5 5 . 1 3 0 0

F A X

2 0 1 . 9 5 5 . 3 7 3 5

CITY OF
JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF BUILDINGS & STREET MAINTENANCE

John McGrath
Director of Buildings & Streets

Richard Freda
Director of Custodial Services



Jerramiah Healy Mayor

Rodney Hadley
Director of Department of Public Works

March 29, 2011

United Services, Inc
462 Forest St.
Kearny, NJ 07032
Attn: Raymond Pardo, President

Dear Mr. Pardo,

Your present maintenance contract for Janitorial Services at Various Locations within the City of Jersey City is due to expire on April 13, 2011. The provisions of your contract allow the City to renew the contract for 2-one year terms. This will be the first renewal of your contract.

Additional information will be sent out to you, with the price adjustment based on the Consumer Price Index (CPI). The new total contract amount will be based on the (CPI) price adjustment. We should have the new total contract amount by the second week of April.

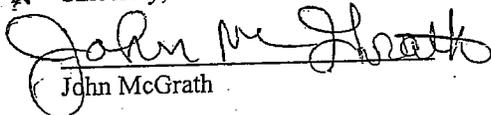
Service Maintenance Locations:

1. North District 284 Central Ave. 2. Joseph Connors Senior Center 28 Paterson St. 3. JCIA Carpound 100 Philips St.
4. Police Academy Army Reserve Foot of Chapel Ave. 5. Recreation Facility 1 Chapel Ave. 6. CCTV 394 Central Ave.

Also, attached are EEO/Affirmative Action forms which need to be filled out and returned. The sooner we receive all required documents, it would be processed in a timely manner.

Should you have any questions, please feel free to give me a call. (201) 547-4432

Sincerely,


John McGrath

Director of Buildings & Street Maintenance
cc Rodney Hadley, Director of Department of Public Works
Richard Freda, Director of Custodial Services
Silendra Bajjnauth, Fiscal Officer

file
type rf/jl

EXHIBIT A (Cont)

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affective or sexual orientation, gender identity or expression, disability, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and service contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certification of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 11 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C.17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Service and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required form of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C.17:27.

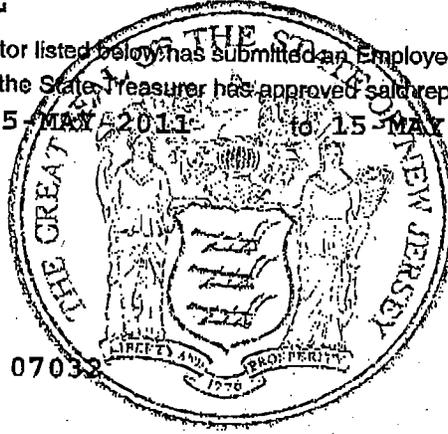
Representative's Name/Title (Print): Raymond Pardo / President
Representative's Signature: _____
Name of Company: United Services, INC

Tel. No.: 201-955-1300 Date: 4/11/11

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-MAY-2011~~ to ~~15-MAY-2014~~



U.S.I. SECURITY INC
462 FOREST STREET
KEARNY

NJ 07033



Andrew P. Sidamon-Eristoff
State Treasurer

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (2 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay a reasonable and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damage against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Raymond Parola / President
Representative's Signature: _____
Name of Company: United Services, Inc
Tel. No.: 201-955-1300 Date: 4/11/11

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : United Services, Inc.
Address : 462 Forest St, Kearny NJ
Telephone No. : 201-955-1300
Contact Name : Raymond Pardo

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

08/30/04

Taxpayer Identification# 223-187-558/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

J. E. Tully
John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 261
TRENTON, NJ 08646-0252

TAXPAYER NAME:

UNITED SERVICES, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

223-187-558/000

SEQUENCE NUMBER:

0597637

ADDRESS:

462 FOREST STREET
KEARNY NJ 07032

ISSUANCE DATE:

08/30/04

EFFECTIVE DATE:

11/01/90

FORM-BRC(08-01)

J. E. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: UNITED SERVICES, INC.

Trade Name:

Address: 462 FOREST STREET
KEARNY, NJ 07032

Certificate Number: 0597637

Effective Date: March 15, 1995

Date of Issuance: April 18, 2011

For Office Use Only:

20110418124100183

JON S. CORZINE
Governor



Virginia Bauer
Chief Executive Officer/Secretary

CERTIFIED

by the
NEW JERSEY COMMERCE & ECONOMIC GROWTH COMMISSION
OFFICE OF DEVELOPMENT FOR SMALL BUSINESSES
AND WOMEN AND MINORITY BUSINESSES
under the
UNIFIED CERTIFICATION ACT

This certificate acknowledges **UNITED SERVICES INC** is a **MWBE** owned and controlled company, which has met the criteria established by New Jersey N.J.A.C.12A:14-1.1 et seq.

This certification will remain in effect for one year from this date of this notice. Not more than 20 days before or 10 days after the expiration of this initial certification notice you must submit an **Annual Verification Statement** attesting that the ownership and control of the business, on which this certification is granted, has not changed. This office must be notified within 20 days of any material changes in the business which affect ownership and control. **Failure to do so will result in an immediate revocation of this certification and/or imposition of other sanctions.** You will not be required to submit another Unified Certification Application for a period of 5 years. Please reference the certification number below on all correspondence directed to this office.



Nina E. Mosely

Nina E. Mosely
Director

Certificate Number: 34973-12

Issued: June 8 2007

Expiration: June 7, 2012

Anthony R. Coscia
Chairman

THE PORT AUTHORITY OF NY & NJ

Christopher D. Ward
Executive Director

Certified

By
Office of Business & Job Opportunity

Minority Services, Inc.
Certificate PA-176888

This certificate acknowledges that the above named firm is certified as a Minority Business Enterprise. This company has met the criteria for ownership and control as established by the Port Authority Policy for Revised Minority, Woman and Small Business Enterprise (M/W/SBE) Programs dated June 10, 1995.

This certification will remain in effect for five years from the date of notice and may be extended only upon submission by you, and acceptance by the Port Authority of a recertification application attesting that the ownership and control of the business, on which this certificate is granted, has not changed. This office must be notified within 30 days of any material changes in the business which affect ownership and control. Failure to do so may result in the revocation of this certification and/or imposition of other sanctions.


Tash Green
Director
Certified April 20, 2010


Rosemary Jenkins, Verda
Manager, Certification
Scheduled Re-evaluation: April 20, 2015

Anthony R. Goscia
Chairman

Christopher O. Ward
Executive Director

Certified

By
Office of Business & Job Opportunity

United Services, Inc.

Certificate PA-17688

This certificate acknowledges that the above named firm is certified as a Small Business Enterprise (Minority Maintenance Services Program). This company has met the criteria for ownership and control as established by the Port Authority Policy for Revised Minority, Woman and Small Business Enterprise (M/W/SBE) Programs, dated June 10, 1993.

This certification will remain in effect for five years from the date of notice and may be extended only upon submission by you, and acceptance by the Port Authority of a recertification application attesting that the ownership and control of the business, on which this certificate is granted has not changed. This office must be notified within 30 days of any material changes in the business which affect ownership and control. Failure to do so may result in the revocation of this certification and/or imposition of other sanctions.

Last Great
Director

Certified: April 20, 2010

Rosemary Jenkins
Manager, Certification

Scheduled Re-evaluation: April 20, 2015



Tel (973) 472-7788
Fax (973) 472-7240

Temco Service Industries, Inc.
One Madison Street, East Rutherford, NJ 07073

April 19, 2011

City of Jersey City
Department of Public Works
Division of Buildings & Street Maintenance
575 Route 440
Jersey City, NJ 07306

Attn: Mr. John McGrath, Director of Buildings & Street Maintenance

Dear Mr. McGrath:

We are in receipt of your letter of April 18, 2011 asking that we agree to extend our janitorial services for a renewal year of April 14, 2011 to April 13, 2012. The contract price for this renewal period would be adjusted upwards in accordance with the 1.6% CPI or \$4,165.54, from \$260,346 to \$264,511.54.

Please accept this letter as confirmation of Temco's acceptance of these renewal terms and our thanks that we are allowed to be of service to you and the Jersey City community.

If we can be of any further assistance or if you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Fahira", written over a circular stamp or mark.

Keith Fahira
Senior Vice President
Temco Services

CITY OF
JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF BUILDINGS & STREET MAINTENANCE

John McGrath
Director of Buildings & Streets

Richard Freda
Director of Custodial Services



Jerramiah Healy Mayor

Rodney Hadley
Director of Department of Public Works

March 29, 2011

Temco Services
1 Madison St. Bldg. D
E. Rutherford, NJ 07073
Attn: Eddie Cayas

Dear Mr. Cayas,

Your present maintenance contract for Janitorial Services at Various Locations within the City of Jersey City is due to expire on April 13, 2011. The provisions of your contract allow the City to renew the contract for 2-one year terms. This will be the first renewal of your contract.

Additional information will be sent out to you, with the price adjustment based on the Consumer Price Index (CPI). The new total contract amount will be based on the (CPI) price adjustment. We should have the new total contract amount by the second week of April.

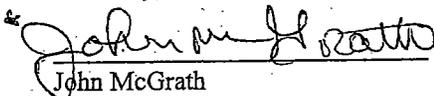
Service Maintenance Locations:

1. East District 207 7th St.
2. Fire Headquarters 465 Marin Blvd.
3. City Hall 280 Grove St.
4. Human Resources 360 MLK Dr.
5. Motorcycle Squad 100 Corneilson Ave.
6. Journal Square 1 Journal Square

Also, attached are EEO/Affirmative Action forms which need to be filled out and returned. The sooner we receive all required documents, it would be processed in a timely manner.

Should you have any questions, please feel free to give me a call. (201) 547-4432

Sincerely,


John McGrath

Director of Buildings & Street Maintenance
cc Rodney Hadley, Director of Department of Public Works
Richard Freda, Director of Custodial Services
Silendra Bajnauth, Fiscal Officer

file
type rf/jl

EXHIBIT A (Cont)

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and service contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certification of Employee Information Report
Employee Information Report Form A-A302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

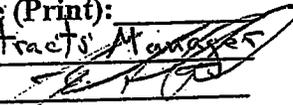
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C.17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Service and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required form of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C.17:27:

Representative's Name/Title (Print):
James H. Van Kirk, Contracts Manager
Representative's Signature: 
Name of Company: Temco Building Maintenance, Inc.
Tel. No.: 212-251-7882 Date: 4-7-11

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Temco Building Maintenance, Inc.
Address : One Madison Street, E. Rutherford, NJ 07073
Telephone No. : (973) 472-7788
Contact Name : Keith Pakira, Sr. VP

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Contract's Manager of Temco Bldg Mnt (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1999 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damage against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor, along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: James H. Vankirk, Contract's Manager
Representative's Signature: [Signature]
Name of Company: Temco Building Maintenance, Inc.
Tel. No.: 212-251-7882 Date: 4-7-11

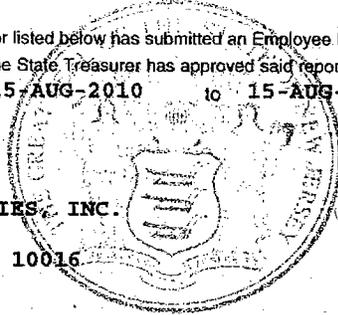
Certification 40383

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2010** to **15-AUG-2013**

**TEMCO SERVICE INDUSTRIES, INC.
1 PARK AVENUE
NEW YORK**

NY 10016



Andrew P. Sidamon-Eristoff

Andrew P. Sidamon-Eristoff
State Treasurer



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: TEMCO BUILDING MAINTENANCE INC.
Trade Name:
Address: 1 PARK AVE
NEW YORK, NY 10016
Certificate Number: 0401318
Effective Date: January 16, 1963
Date of Issuance: March 27, 2009

For Office Use Only:
20090327150428998



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0401318 FOR TEMCO BUILDING MAINTENANCE INC. IS VALID.

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Temco Building Maintenance, Inc.
Address : One Madison Street, E. Rutherford, NJ 07073
Telephone No. : (973) 472-7788
Contact Name : Keith Pakira, Sr. VP

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa.

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-258

Agenda No. 10.Z.7 APR 27 2011

Approved: _____

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOSEPH F. POPOVICH, M.D., FACS TO ASSIST THE MUNICIPAL COUNCIL COMMITTEE ON PARKING FOR THE DISABLED

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Municipal Council Committee for the Disabled (Committee) reviews all and existing applications for restricted parking spaces for the disabled person and makes recommendations to the Municipal Council regarding restricted parking spaces and ordinances related thereto; and

WHEREAS, the Committee requires the services of a physician to advise the Committee with respect to medical information contained in applications for restricted parking spaces; and

WHEREAS, Joseph F. Popovich, M.D., FACS, PC, 159 Palisade Avenue, Jersey City, New Jersey 07306 is a licensed physician capable of providing such services; and

WHEREAS, these services qualify as professional services exempt from public bidding under Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, Dr. Popovich agrees to provide his services to the Committee for a one year period effective as of April 1, 2011; and

WHEREAS, the maximum amount of the agreement is \$14,400.00 which is available in Account No. 01-201-26-113-312; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, Dr. Popovich has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Ordinance 08-128 adopted on September 3, 2008.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City as follows:

1. The Mayor and or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Joseph F. Popovich, M.D., FACS, PC for providing medical advise to the Committee for a total contract amount of \$14,400.00 to be paid in monthly installments:
2. The term of the agreement is for one (1) year effective as of April 1, 2011 and expiring on March 31, 2012;

JDS:pcl
(04.14.11)

City Clerk File No. Res. 11-258
Agenda No. 10.Z.7 APR 27 2011

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOSEPH F. POPOVICH, M.D., FACS TO ASSIST THE MUNICIPAL COUNCIL COMMITTEE ON PARKING FOR THE DISABLED

3. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2011 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2011 calendar year permanent budget and in the subsequent calendar year budge; and
4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of the adoption of this resolution.
6. The Certification of Compliance with the City's contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer (Donna Mauer) Chief Financial Officer, certify that \$10,800.00 is available in Account No. 01-201-26-113-312.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature] 4/15/11
Municipal Engineer

APPROVED: [Signature] 4/15/11 APPROVED AS TO LEGAL FORM
Director, Dept. of Public Works

APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

JDS:pc1
(4.14.11)

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/27/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1.Full title of ordinance/resolution/cooperation agreement:

Resolution authorizing a Professional Services Agreement with Joseph F. Popovich, M.D., FACS to assist the Municipal Council Committee on parking for the disabled.

2.Name and title of person initiating the ordinance/resolution, etc.:

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of the Municipal Council Committee for Disabled Parking at the recommendation of The Municipal Council Committee for Disabled Parking

3.Concise description of program, project or plan proposed in the ordinance/resolution:

Authorize a Professional Services Agreement between the City of Jersey City and Dr. Popovich for him to review applications submitted by disabled individuals for a reserved parking space at their residence and make recommendations regarding the application. This contract will begin April 1, 2011 and end March 31, 2012

4.Reasons (need) for the proposed program, project, etc.:

The Committee requires the services of a Physician to advise them with respect to medical information contained in the application for a reserved parking space at a residence.

5. Anticipated benefits to the community:

To make certain that only those disabled individuals who are truly in need of a reserved parking space are approved for one.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, state, and Federal Funds to be used, as well as match and in-kind contribution:

The maximum amount of the agreement is \$14,400.00. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2011 calendar year temporary budge, shall be subject to the availability and appropriation of sufficient funds in the 2011 calendar year permanent budget and in the subsequent calendar year budget.

7.Date proposed program, or project will commence:

Pending adoption by the Jersey City Municipal Council

8.Anticipated completion date:

Upon adoption by the Jersey City Municipal Council

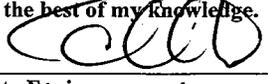
9.Person responsible for coordinating proposed program, project, etc.:

Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation

10.Additional comments:

The professional services agreement will begin April 1, 2011 and end March 31, 2012.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

	4/15/11
City Engineer	Date
	4/15/11
Signature of Department Director	Date



PURCHASE ORDER NUMBER
102941

THIS NUMBER MUST APPEAR ON ALL INVOICES
CORRESPONDENCE, SHIPPING PAPERS AND
PACKAGES

PURCHASE ORDER & VOUCHER

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

REQUISITION # **0154098**
BUYER **PROFSRVC**

DATE **04/19/2011** VENDOR NO. **PO442200**

VENDOR INFORMATION

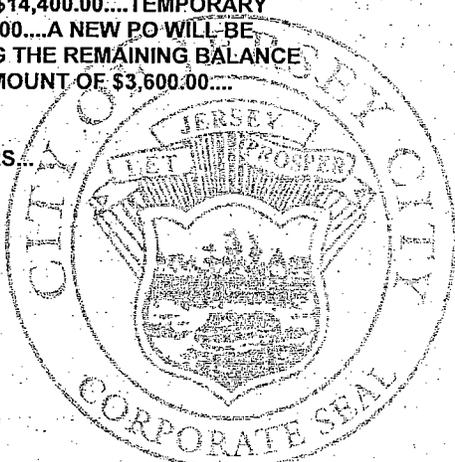
JOSEPH F. POPOVICH, MD
159 PALISADE AVENUE

JERSEY CITY NJ 07306

DELIVER TO

ENGINEERING
575 RT. 440
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	PROFESSIONAL SERVICE AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT <i>WITH DR. JOSEPH</i> DR. JOSEPH POPOVICH TO ASSIST THE MUNICIPAL COUNCIL COMMITTEE ON PARKING FOR THE DISABLED. DURATION OF CONTRACT = 04/01/11 TO 03/31/12, CONTRACT NOT TO EXCEED \$14,400.00....TEMPORARY ENCUMBRANCE OF = \$10,800.00....A NEW PO WILL BE ISSUED IN CY 12 REQUESTING THE REMAINING BALANCE OF THE CONTRACT IN THE AMOUNT OF \$3,600.00.... PARTIAL PAYMENT VOUCHERS...	01-201-26-113-312	10,800.0000	10,800.00



TAX EXEMPTION NO. **22-6002013**

PO Total 10,800.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE DELIVER TO ADDRESS

CITY OF JERSEY CITY
Department of Public Works
Division of Engineering, Traffic and Transportation
MEMORANDUM

DATE: April 15, 2011
TO: Jack Kelly, Business Administrator
FROM: Patricia Logan, Supervising Traffic Investigator
**SUBJECT: PROPOSED RESOLUTION
PROFESSIONAL SERVICES AGREEMENT WITH DR. POPOVICH**

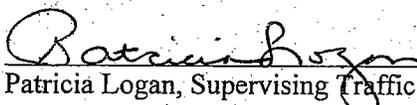
Attached for your review and signature is a Resolution proposed by this Division authorizing a Professional Services Agreement with Dr. Joseph F. Popovich to assist the Municipal Council Committee on Parking for the Disabled beginning April 1, 2011 and ending March 31, 2012. The maximum amount of this agreement is \$14,400.00.

The Municipal Council Committee on Parking for the Disabled reviews all new and existing applications for restricted parking spaces for disabled persons and makes recommendations to the Municipal Council regarding restricted parking spaces and ordinances related thereto.

The Committee requires the services of a Physician to advise the Committee with respect to medical information contained in these applications for the reserved parking space. Dr. Popovich has served on the Committee for over ten (10) years and the Committee would like to continue his services.

If you have any questions feel free to contact me at ex. 4492.

Thank you.


Patricia Logan, Supervising Traffic Investigator


Chuck F. Lee, P.E., Municipal Engineer

C: Director Rodney Hadley, DPW
Robert Byrne, City Clerk
Councilman Michael Sottolano, Chairman, Municipal Council Committee for Disabled Parking
Raymond Reddington, Law Dept.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: JOSEPH F. POPOVICH, M.D., P.C.

Trade Name:

Address: 159 PALISADE AVENUE
JERSEY CITY, NJ 07306

Certificate Number: 1316637

Effective Date: April 09, 2007

Date of Issuance: April 19, 2011

For Office Use Only:

20110419120556018

AGREEMENT

Agreement made this day of , 2011 by and between the City of Jersey City, a municipal corporation of the State of New Jersey (City) and Joseph F. Popovich, M.D., F.A.C.S., PC (Dr. Popovich), 159 Palisade Avenue, Jersey City, New Jersey 07306;

WHEREAS, the Municipal Council Committee on Parking for the Disabled (Committee) reviews all new and existing applications for restricted parking spaces for disabled persons and makes recommendations to the Municipal Council regarding restricted parking spaces and ordinances related thereto; and

WHEREAS, the Committee requires the services of a physician to advise the Committee with respect to medical information contained in applications for restricted parking spaces; and

WHEREAS, Dr. Popovich, is a licensed physician capable of providing such services.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. **Scope of Services:**

Dr. Popovich will review medical information pertaining to applications submitted to the City for restricted parking places for disabled persons and provide advice regarding the applications to the Committee.

2. **Term:**

The term of this Agreement is for one (1) year effective as of April 1, 2011 and terminating on March 31, 2012.

3. **Fee Schedule:**

The City shall pay Dr. Popovich and Dr. Popovich agrees to accept as full payment for services provided under this Agreement a total fee of \$14,400.00. This fee shall be paid in equal monthly installments after the City receives a monthly billing statement from Dr. Popovich.

4. Indemnification:

In performing the services under this Agreement, Dr. Popovich shall operate and have the status of an agent of the City. The City shall defend and indemnify Dr. Popovich in accordance with §27-3 of the City's Municipal Code. Dr. Popovich shall be permitted to perform services for other persons and entities other than the City provided no conflict of interest exists.

5. Insurance:

If deemed necessary by the City's Risk Manager, Dr. Popovich shall deliver, within 10 days after receiving a written request from the Risk Manager, certified copies of each of the insurance policies identified below. Each certificate or certificates of such insurance shall name, as an additional insured, the City of Jersey City. Each insurance policy shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified, without giving 30 days written advance notice thereof to the City. Failure to deliver such certificate(s) shall nullify the agreement at the option of the City. The insurance requirements are:

- a) Comprehensive, general liability in the amount of \$1,000,000.
- b) Workers' compensation in the statutory amount of \$100,000.

6. Termination:

Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon 30 days' written notice. Upon receipt of termination notice, Dr. Popovich shall immediately discontinue services. Dr. Popovich shall be paid the amount earned by or reimbursable to Dr. Popovich hereunder to the time specified in said notice. Dr. Popovich shall have no further claim against the City with respect thereto.

7. Entire Agreement:

This Agreement constitutes the entire agreement between City and Dr. Popovich. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

8. Assignment:

Dr. Popovich shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

9. Choice of Law:

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

10. Modification:

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

11. Counter-parts:

This Agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document

12. Paragraph Headings:

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

13. Severability:

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement

14. Indulgences:

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

15. Notice:

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

John Kelly
Business Administrator
City Hall, 280 Grove St.
Jersey City, N.J. 07302

Dr. Joseph F. Popovich
159 Palisade Avenue
Jersey City, N.J. 07306

16. New Jersey Business Registration Requirements:

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

17. City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract (contributions made prior to September 23, 2008 are exempt) that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

City of Jersey City

Joseph F. Popovich, M.D., F.A.C.S., PC

By: _____
John Kelly
Business Administrator

By: _____
Dr. Joseph F. Popovich

ATTEST:

ATTEST:

Robert Byrne
City Clerk

James J. Fruscione

James J. Fruscione
Acting Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

JOSEPH F. POPOVICH, M.D., P.C.

TRADE NAME:

ADDRESS:

159 PALISADE AVENUE
JERSEY CITY NJ 07306

SEQUENCE NUMBER:

1316637

EFFECTIVE DATE:

04/09/07

ISSUANCE DATE:

04/10/07

James J. Fruscione

Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Joseph F. Papovich, MD, PC

Address: 159 Palisade Ave Jersey City, NJ

Telephone No.: ~~973~~ 201 217 1116

Contact Name: _____

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

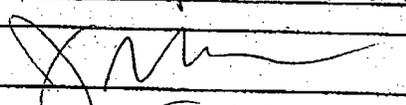
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Joseph F. Papovich, MD, PC.

SIGNATURE:  DATE: 3-28-11

PRINT NAME: Joseph Papovich, MD TITLE: Pres / CEO

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Joseph F. Pyzovick of Pyzovick (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print):

Representative's Signature:

Name of Company:

Tel. No.: 201 217 1110

Date:

5-28-11

Joseph F. Pyzovick, MD, PC

Joseph F. Pyzovick MD, PC

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Joseph F. Popovich (name of business entity) has not made any reportable contributions in the **one-year period preceding 3-28-11 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Joseph F. Popovich m.d., pc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

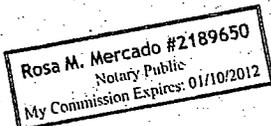
PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Joseph F Popovich
Signed [Signature] Title: Pres / CEO
Print Name Joseph Popovich Date: 3-28-11

Subscribed and sworn before me
this 28th day of March, 2011.
My Commission expires: 1/10/2012

Rosa M. Mercado
(Affiant)
Rosa M. Mercado
(Print name & title of affiant) (Corporate Seal)



Notary Public
State of New Jersey
County of Hudson

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-259

Agenda No. 10.7.8

Approved: APR 27 2011



TITLE: RESOLUTION AWARDING A PROFESSIONAL SERVICE AGREEMENT TO STEPHEN J. EDELSTEIN, ESQ. OF SCHWARTZ, SIMON, EDELSTEIN, CELSO & KESSLER TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF ROBERT VOGT V. THE CITY OF JERSEY CITY AND OTHER EMPLOYMENT LITIGATION MATTERS

WHEREAS, the City of Jersey City is a defendant in a case filed in Superior Court of New Jersey by several city employees alleging that the City failed to pay plaintiffs the maximum salary in plaintiffs' range within five years from the date of appointments to their respective positions; and

WHEREAS, the City of Jersey City requires the services of Stephen J. Edelstein, Esq. of Schwartz, Simon, Edelstein, Celso & Kessler to represent the City of Jersey City in this matter and other employment litigation matters; and

WHEREAS, Stephen J. Edelstein, Esq. of Florham Park, New Jersey is an attorney-at-law with the State of New Jersey and qualified to perform these services and will provide these services at the rate of \$125 per hour, including expenses, not to exceed \$75,000; and

WHEREAS, N.J.S.A.19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, in April 2010, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Schwartz, Simon and Edelstein submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, Stephen Edelstein, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Stephen Edelstein, Esq. of Schwartz, Simon, Edelstein, Celso & Kessler from making any reportable contributions during the term of the contract; and

WHEREAS, Stephen Edelstein, Esq. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Stephen Edelstein, Esq. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$75,000 are available in Account No.: 11-14-298-56-000-856.

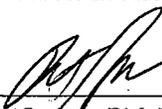
TITLE:

RESOLUTION AWARDDING A PROFESSIONAL SERVICE AGREEMENT TO STEPHEN J. EDELSTEIN, ESQ. OF SCHWARTZ, SIMON, EDELSTEIN, CELSO & KESSLER TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF ROBERT VOGT V. THE CITY OF JERSEY CITY AND OTHER EMPLOYMENT LITIGATION MATTERS

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. An agreement is awarded to Stephen J. Edelstein, Esq. of Florham Park, New Jersey to provide these services at the rate of **\$125 per hour**, including expenses, not to exceed **\$75,000**.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
4. The agreement shall be substantially in the form attached subject to such modifications as the Business Administrator shall deem appropriate and necessary.

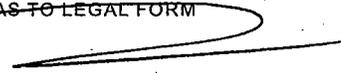
I hereby certify that there are sufficient funds available in f Account No.: **11-14-298-56-000-856** for payment of this resolution.



Peter Soriero, Risk Manager

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM _____

Corporation Counsel

Certification Required
Not Required

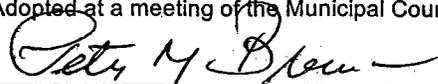
APPROVED **8-0-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ		ABSTAIN	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Peter M. Brennan, President of Council



Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-260
 Agenda No. 10.Z.9
 Approved: APR 27 2011
 TITLE: _____



RESOLUTION APPOINTING NAIMAH TERRY AS AIDE TO COUNCILWOMAN KALIMAH H. AHMAD

COUNCIL AS A WHOLE, offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. 40:69A-60.1 empowers the Jersey City Municipal Council to appoint aides; and

WHEREAS, Councilwoman Kalimah H. Ahmad, requests the Municipal Council to appoint **Naimah Terry**, of 1 Hemlock Street, Jersey City, New Jersey as her Aide.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City hereby consents to the appointment of **Naimah Terry as Aide to Councilwoman Kalimah H. Ahmad** at the salary pursuant to law.

G:\WPDOCS\ISEAN\Reso\APPOINTM\Aide to Ahmad - Naimah Terry - 4-22-11.wpd

APPROVED: _____
 APPROVED: *[Signature]*
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Assistant Corporation Counsel - *Aurelio Vincitore*

Certification Required
 Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-261

Agenda No. 10.Z.10

Approved: _____

TITLE:

WITHDRAWN



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
DECLARING THE 8 ERIE STREET STUDY AREA AS AN AREA IN NEED OF
REDEVELOPMENT**

WHEREAS, pursuant to NJSA 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to undertake a preliminary investigation to determine whether an area is, or is not, an "area in need of redevelopment", as defined by NJSA 40A:12A-3.; and

WHEREAS, pursuant to NJSA 40A:12A-6.a., such determination shall be made after public notice and public hearing of the Planning Board as provided by NJSA 40A:12A-6.b.; and

WHEREAS, pursuant to NJSA 40A:12A-7.f, the Municipal Council may direct the Planning Board to prepare a redevelopment plan for the adoption by the City Council; and

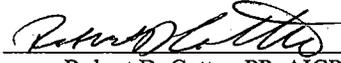
WHEREAS, the study area contains substandard, dilapidated and obsolete structures, and structures which are detrimental to the safety, health, morals or welfare of the community; and

WHEREAS, the designation of the study area is consistent with smart growth planning principles; and

WHEREAS, the study area consists of Block 242, Lots 14, 20A, 24, 25, 26, 27, and 28; and

WHEREAS, the Jersey City Planning Board, at its meeting of April 26, 2011, the Planning Board gave a favorable recommendation to the Municipal Council for a declaring the 8 Erie Street Study Area is an area in need of redevelopment; and

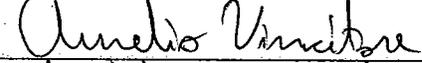
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the "8 Erie Street Study Area" be, and hereby is, determined to meet the criteria to be declared "an Area in Need of Redevelopment."


Robert D. Cotter, PP, AICP
Planning Director

APPROVED: 

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Assistant Corporation Counsel - Annelis Vincitore

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				AHMAD			
DONNELLY				FULOP				VELAZQUEZ			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET

1. Full Title of Resolution:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY
CITY DECLARING THE 8 ERIE STREET STUDY AREA AS AN AREA IN
NEED OF REDEVELOPMENT**

2. Name and Title of Person Initiating the Resolution:

Carl Czaplicki, Director, Department of Housing, Economic Development and
Commerce

3. Concise Description of the Plan Proposed in the Resolution:

This Resolution declares the "8 Erie Street Study Area" to be an "area in need of
redevelopment."

4. Reasons for the Proposed Plan:

The 8 Erie Street Study Area, which is Block 242, Lots 14, 20A, 24, 25, 26, 27, and 28,
consists of one building in fair and poor condition and a substandard surface parking lot.

5. Anticipated Benefits to the Community:

A determination that the area is in need of redevelopment will allow the city to adopt a
redevelopment plan that will help foster redevelopment and renewal on this property.

6. Cost of Proposed Program, Project, etc.: \$0.00, all work done in house

7. Date Proposed Program or Project will commence: Upon Adoption

8. Anticipated Completion Date: N/A

9. Person Responsible for Coordinating Proposed Program, Project, etc.:

Robert D. Cotter, Director, City Planning 547-5050
Sandra Sung, Assistant Planner 547-5883

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.

Division Director

Carl Czaplicki

Department Director Signature

Date

4/19/11

Date

Report

Concerning the Determination of

the Proposed

8 Erie Street

STUDY AREA

as

“An Area in Need of Redevelopment”

**The original of this report was signed and sealed
in accordance with N.J.S.A. 40:14A-12**

April 15, 2011

Division of City Planning

Table of Contents

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Appendix Erie Street Study Area Photographs

Maps

Map 1 Study Area Boundary

I. SURVEY OF CONDITIONS IN THE STUDY AREA

A. Introduction

The Municipal Council of the City of Jersey City, on March 23, 2011 adopted resolution number 11-165, authorizing the Jersey City Planning Board to:

1. Conduct a preliminary investigation of the physical and economic conditions of an area known as the 8 Erie Study Area, (hereinafter the Study Area) to determine whether or not this Study Area meets the statutory criteria necessary to be declared an “Area in Need of Redevelopment” as outlined in NJSA 40A:12A-5 and NJSA 40A:12A-6; and
2. Propose a Redevelopment Plan for this Study Area if it is found to be in Need of Redevelopment.

B. Boundary Description

The 8 Erie Street Study Area consists of seven Tax Lots found on one Tax Block in Downtown Jersey City.

Block	Lot
242	14, 20A, 24, 25, 26, 27, 28

The boundary of the Study Area is also depicted on Map 1, “Study Area Boundary Map.” In the event of a discrepancy between lots listed in the chart and the Map, the Map takes precedence.

C. Local Setting and Background

The Study Area is located in downtown Jersey City, one block north of Newark Avenue and less than two blocks west of the Grove Street Path Station. The property is currently occupied by the Jersey City Police Department and consists of an existing building at the corner of Erie and Bay Streets and a surface parking lot which has 25 feet of frontage on Bay Street and 125 feet of frontage on First Street. The parking lot is currently used by the Jersey City Police Department. The Study Area is located within a largely residential area and is located nearby Newark Avenue’s commercial corridor.

D. Transportation Access

The Study Area is located within an easily accessible grid network of streets and close to main arterial streets such as Columbus Drive, Newark Avenue, and Marin Boulevard.

Access to NJ Transit buses and PATH are conveniently located within a five minute walking distance.

E. Physical Survey and Analysis

E.1. Physical Survey Methodology - The following methods were used in gathering information and preparing a physical condition survey of the Study Area.

A. Parcel ownership, land use, lot assignments, size and assessed value were obtained from the municipal tax records for each parcel. If necessary, land use categories were modified through field surveys.

B. A physical survey of the building and property was conducted to determine the general physical condition for the parcel, and where necessary to modify characteristics obtained from the tax records. The survey involved an exterior and interior walk-through evaluation. The criteria for evaluating the condition of the buildings and properties consisted of those factors that would indicate the generality of active maintenance and investment, or the lack thereof, in the residence, business, plant or property surveyed. Building and property condition was determined by focusing on certain indicators such as the following: windows, entranceways, siding, brickwork, cornices, sidewalks and curbing, evident rubbish, foundations and retaining walls, fencing, arrangement of driveways, parking and loading areas, relationship of buildings and land use to the surrounding area, condition of pavement and the grounds in general. Factors which weighed against a positive rating included: cracks and fissures in masonry or concrete, broken glass, rotted and deteriorated wood elements, missing or damaged siding sections, evident debris and poor maintenance of the grounds, rusted or broken fencing elements, damaged or missing sidewalk areas and overcrowding or excessive coverage of buildings and land-use. Buildings and properties were classified as Good, Fair, or Poor.

E.2. Study Area Characteristics

The Study Area contains approximately 0.515 acres of property on a seven tax lots, and includes the surrounding city streets. The Study Area consists of one building and a contiguous surface parking lot servicing the building.

Block 242, Lot 20A:

Lot 20A consists of one building currently occupied by the Jersey City Police Department. It appears to have 100% lot coverage and has frontage on Eric Street and Bay Street.

The exterior Erie Street façade looks to be in fairly good condition. The windows appear to be upgraded and there are no major visible issues with the exterior façade on Erie Street. The Bay Street façade has a visible addition to the original building. There are a few visible cracks in the mortar. The Bay Street façade appears to be in fair condition.

The interior of the building is partially occupied. The areas where the building has been vacated have not been maintained and exhibit many signs of deterioration. Some portions of the vacated area of the building show signs of water damage, junked furniture, litter and garbage have not been cleared out, and deteriorated hallways are all evidence of the deteriorated condition of the building. The interior of the building which is not currently occupied is in poor condition.

Block 242, Lots 14, 24, 25, 26, 27, 28

Lots 14, 2, 25, 26, 27, and 28 form a contiguous surface parking lot, currently utilized by the Jersey City Police Department. Lot 14 is a single lot which is the driveway access from Bay Street. Lots 24, 25, 26, 27, and 28 are contiguous lots fronting on First Street. The paved surface parking lot is in substandard condition. It does not have any drainage and is enclosed with a rusty chain link fence. The parking lot has no entrance along First Street and is located mid-block which disrupts the street wall.

Following is a brief description and the condition of the Study Area:

Block	Lots	Description	Condition
242	20A	8 Erie Street – Exterior	Fair
		8 Erie Street – Interior	Poor
	14	Drive Way to Surface Parking Lot on Bay St	Poor
	24, 25, 26, 27, 28	Surface Parking Lot fronting on First Street	Poor

II. CRITERIA FOR DETERMINATION OF NEED FOR REDEVELOPMENT

The Study Area may be determined to be in need of redevelopment if, after investigation, notice and hearing, as provided within NJSA 40A: 12A-6, the governing body concludes by resolution that within the study area, any of the following conditions are found:

- a. The generality of buildings are substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air or space, as to be conducive to unwholesome living or working conditions.
- b. The discontinuance of the use of buildings previously used for commercial, manufacturing, or industrial purposes; the abandonment of such buildings; or the same being allowed to fall into so great a state of disrepair as to be untenable.

- c. Land that is owned by the municipality, the county, a local housing authority, redevelopment agency or redevelopment entity, or unimproved vacant land that has remained so for a period of ten years prior to adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.
- d. Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community.
- e. A growing lack or total lack of proper utilization of areas caused by the condition of the title, diverse ownership of the real property therein or other conditions, resulting in a stagnant or not fully productive condition of land potentially useful and valuable for contributing to and serving the public health, safety and welfare.
- f. Areas, in excess of five contiguous acres, whereon buildings or improvements have been destroyed, consumed by fire, demolished or altered by the action of storm, fire, cyclone, tornado, earthquake or other casualty in such a way that the aggregate assessed value of the area has been materially depreciated.
- g. In any municipality in which an enterprise zone has been designated pursuant to the "New Jersey Urban Enterprise Zones Act," P.L. 1983, c.303 (C.52:27H-60 et seq.) the execution of the actions prescribed in that act for the adoption by the municipality and approval by the New Jersey Urban Enterprise Zone Authority of the zone development plan for the area of the enterprise zone shall be considered sufficient for the determination that the area is in need of redevelopment pursuant to sections 5 and 6 of P.L. 1992, c.79 (C.40A: 12A-5 and 40A: 12A-6) for the purpose of granting tax exemptions within the enterprise zone district pursuant to the provisions of P.L. 1991, c.431. (C.40A:20-1 et seq.) or the adoption of a tax abatement and exemption ordinance pursuant to the provisions of P.L. 1992, c.441 (C.40A:21-1 et seq.). The municipality shall not utilize any other redevelopment powers within the urban enterprise zone unless the municipal governing body and planning board have also taken the actions and fulfilled the requirements prescribed in P.L. 1992, c.79 (C.40A: 12A-1 et seq.) for determining that the area is in need of redevelopment or an area in need of rehabilitation and the municipal governing body has adopted a redevelopment plan ordinance including the area of the enterprise zone.
- h. The designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation.

III. CONCLUSION

A review of the unique characteristics of the Study Area indicates that it qualifies as an "Area in Need of Redevelopment" as defined in NJSA 40A: 12 A-5; meeting the criteria of subsections a., d., and h.

- a. Subsection "a." speaks to the generality of buildings being substandard, dilapidated, or obsolescent, or possessing any of such characteristics, as to be conducive to unwholesome living or working conditions. The study area consists of one masonry building structure which is in fair condition. The interiors of the building clearly exhibit substandard maintenance, dilapidation and deteriorating conditions. Whole areas of the building have been abandoned and left to deteriorate.

We conclude that the conditions of Criterion "a" are met.

- d. Subsection "d." speaks to areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, excessive land coverage, deleterious land use or obsolete layout are detrimental to the safety, health, morals, or welfare of the community. This subsection is applicable to the Study Area. The building located within the boundary is partially vacant and has not been maintained and allowed to deteriorate. The surface parking lot is a obsolete substandard surface parking lot design which lacks drainage on the site and is fenced with a chain link fence.

The conditions required for Criterion "d" are met in these instances.

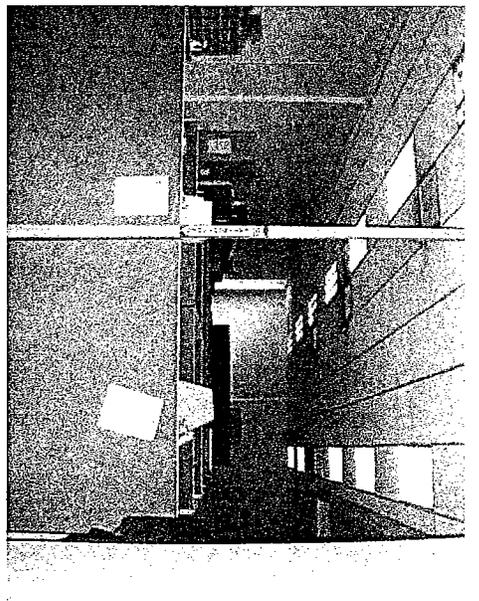
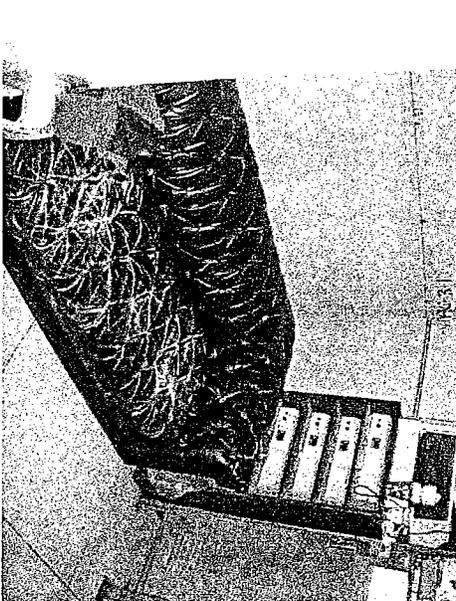
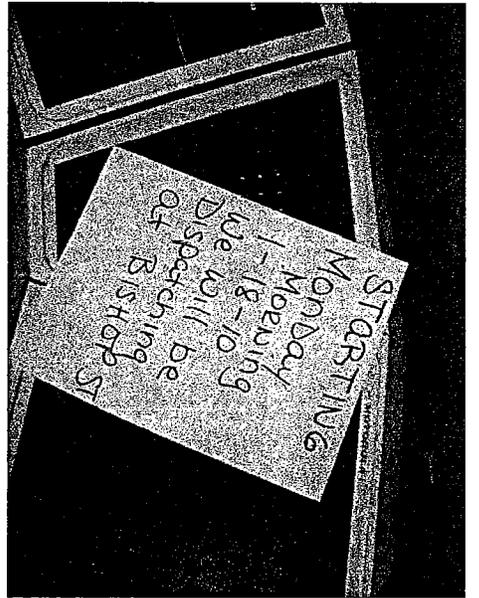
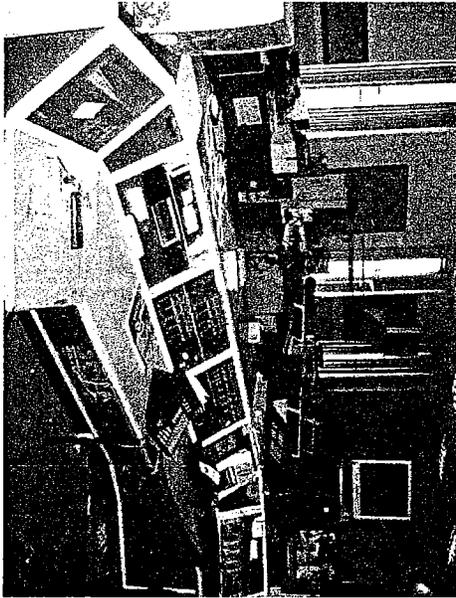
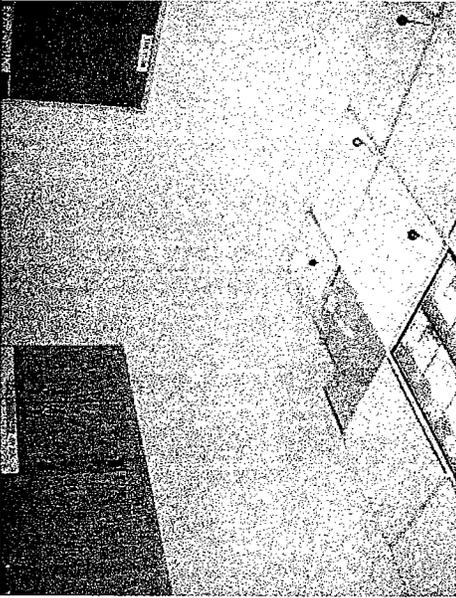
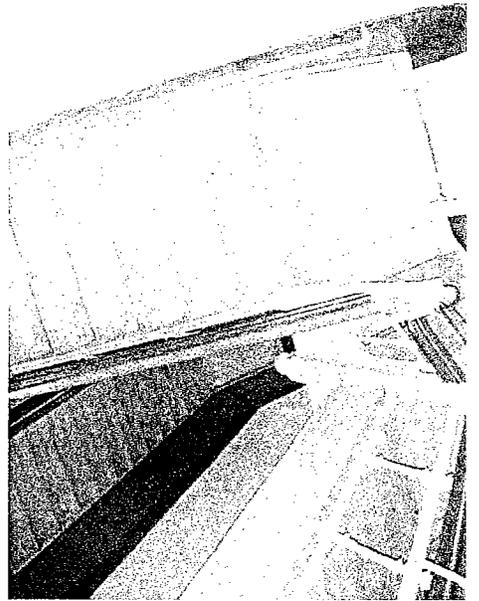
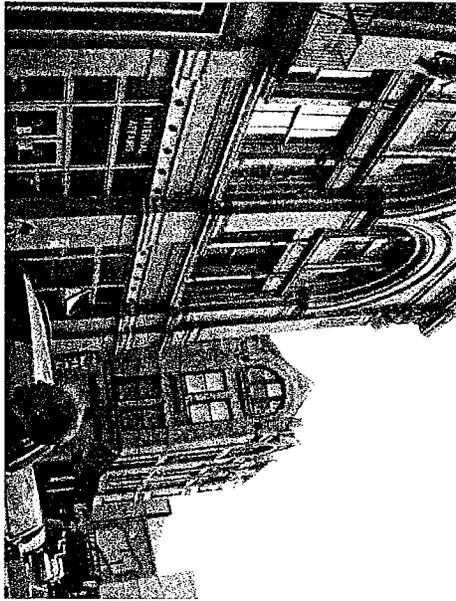
- h. Subsection "h" speaks to the "Smart Growth" principles of New Jersey. Clearly the redevelopment of deteriorated urban districts and the improvement of the visual environment are directed towards Smart Growth and should be seen as promoting that agenda.

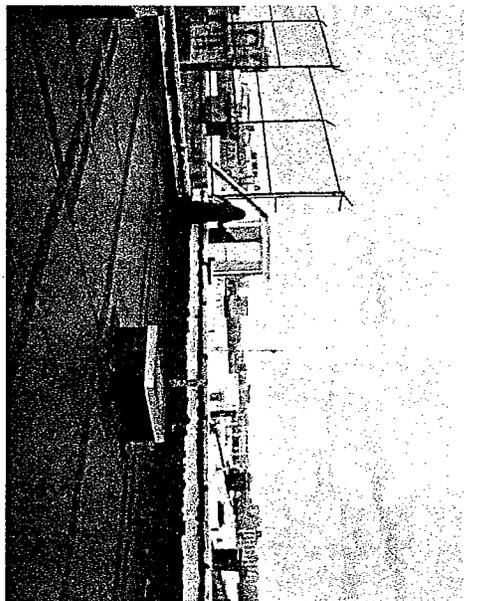
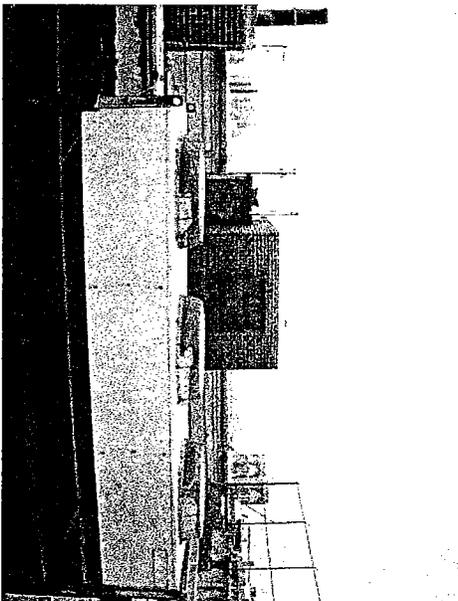
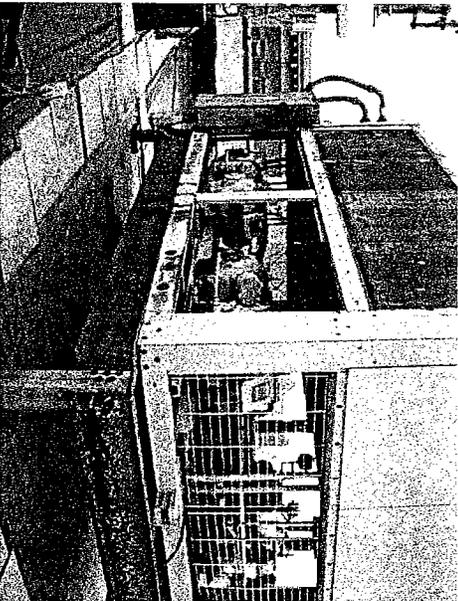
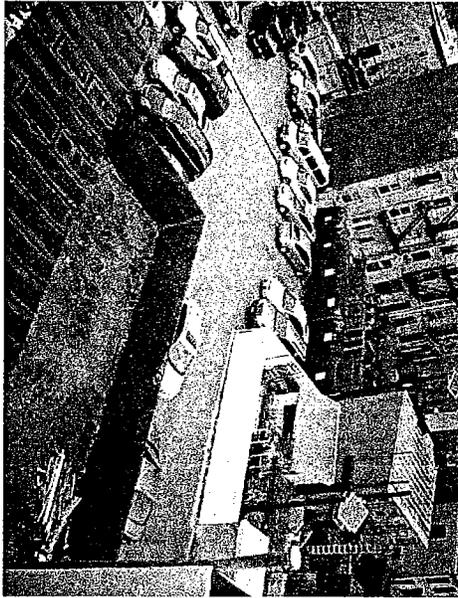
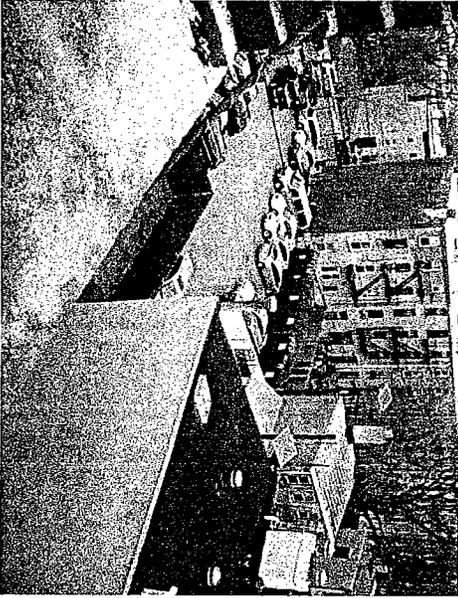
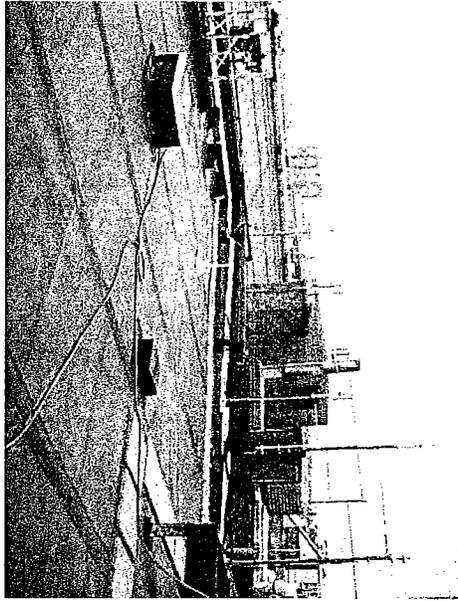
It is the recommendation of City Planning staff that the aforementioned Study Area be determined as an "area in deed of redevelopment," as it qualifies for such a determination under subsections a., d., and h. of NJSA 40A:12A-5.

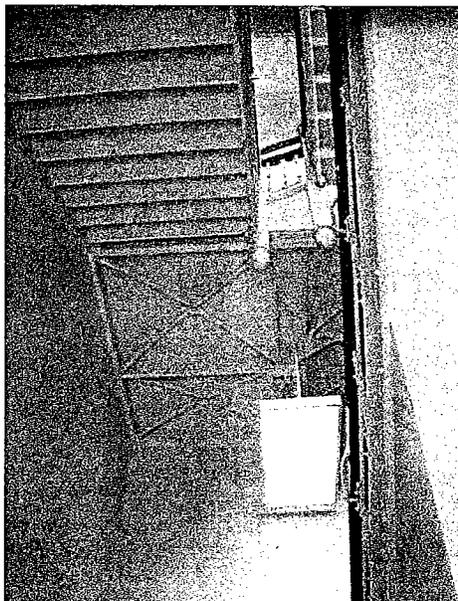
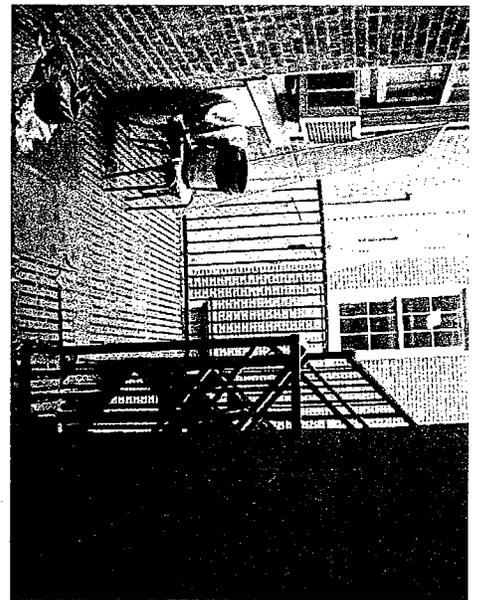
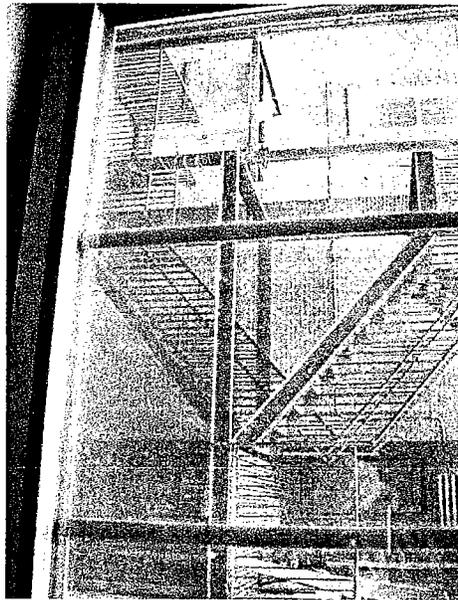
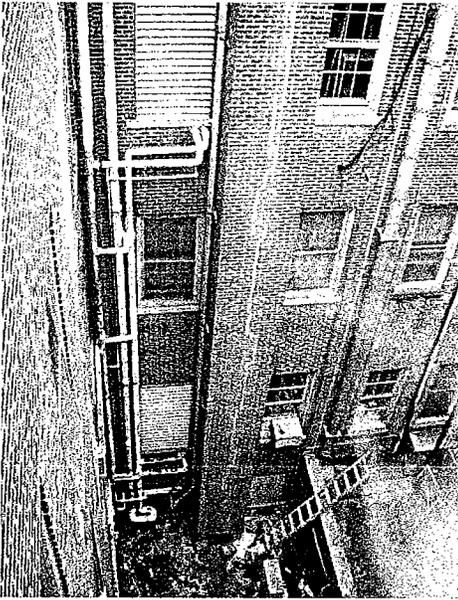
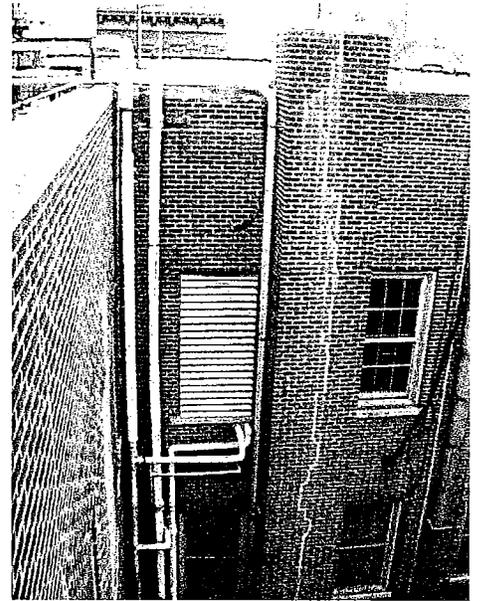
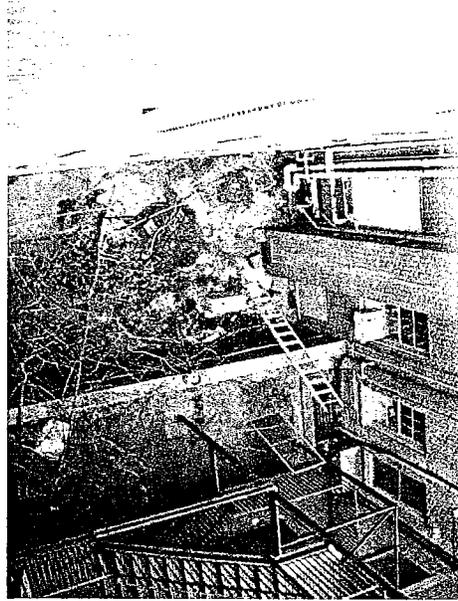
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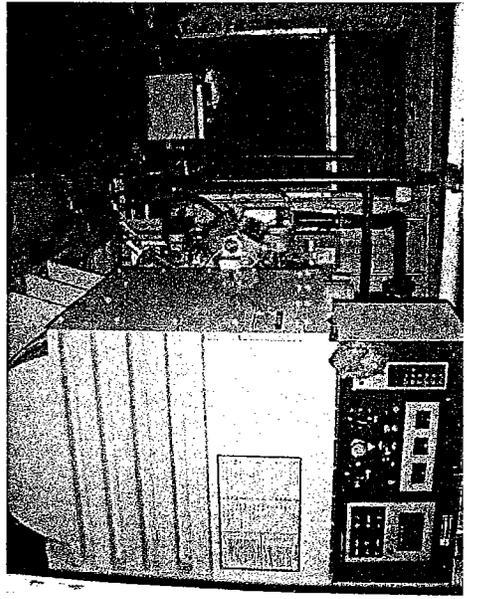
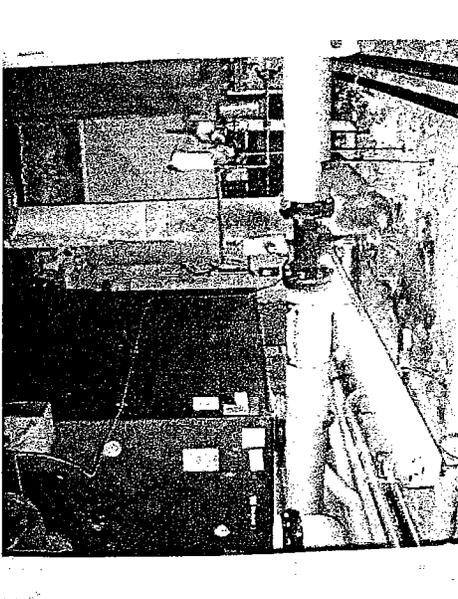
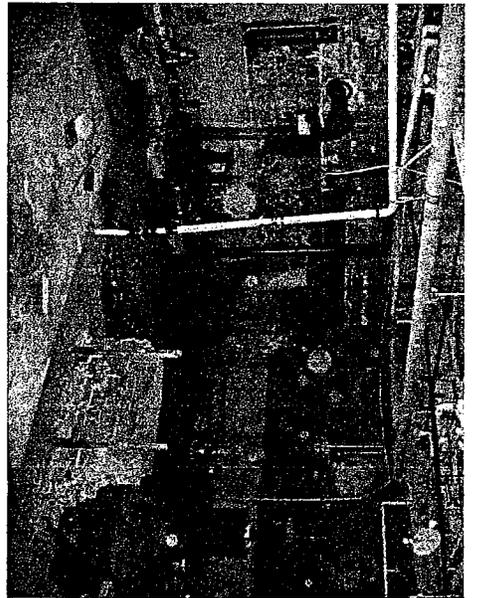
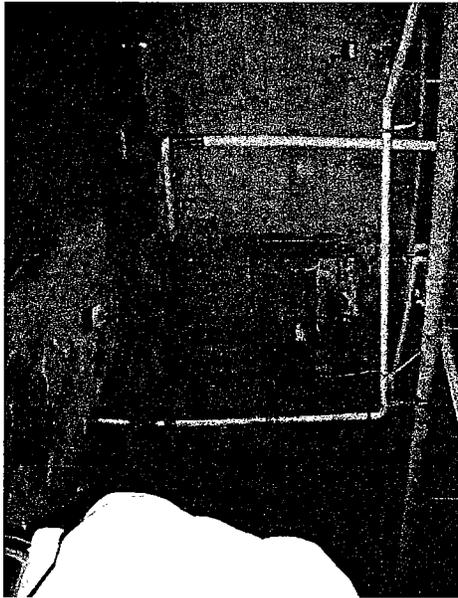
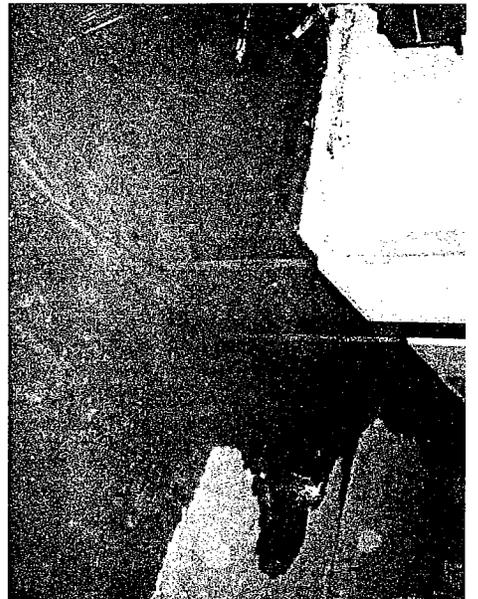
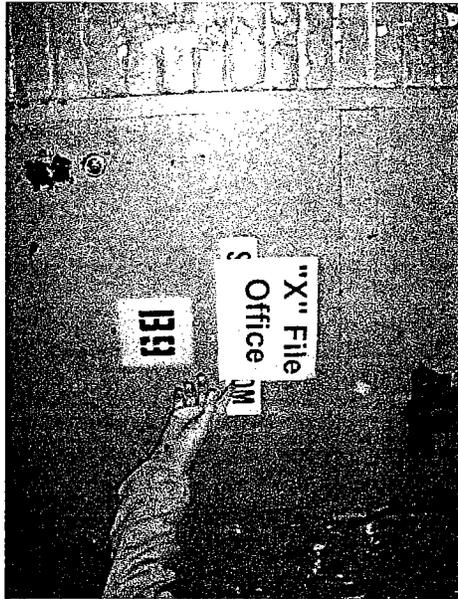
Robert D. Cotter, PP, AICP
Director, City Planning Division

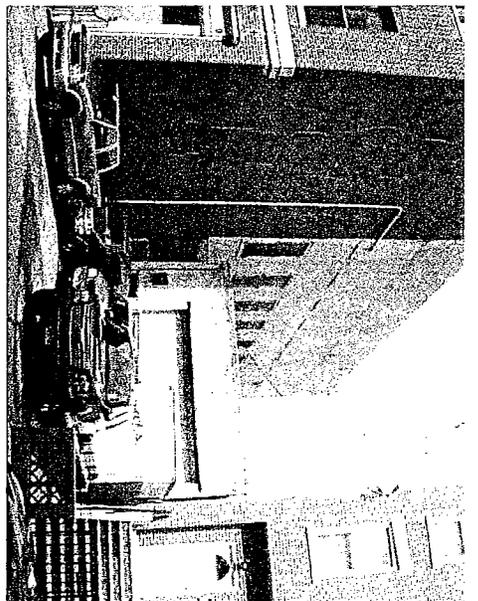
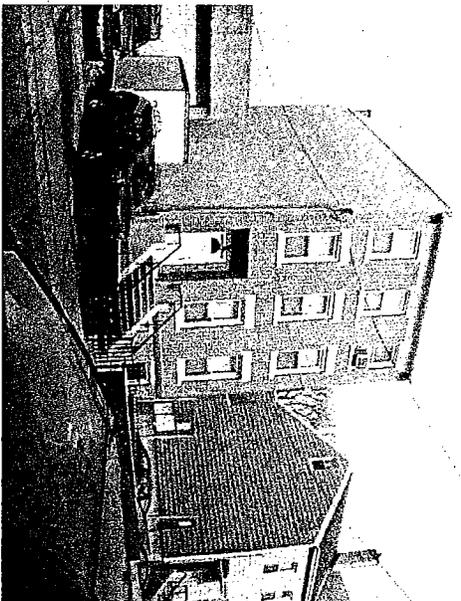
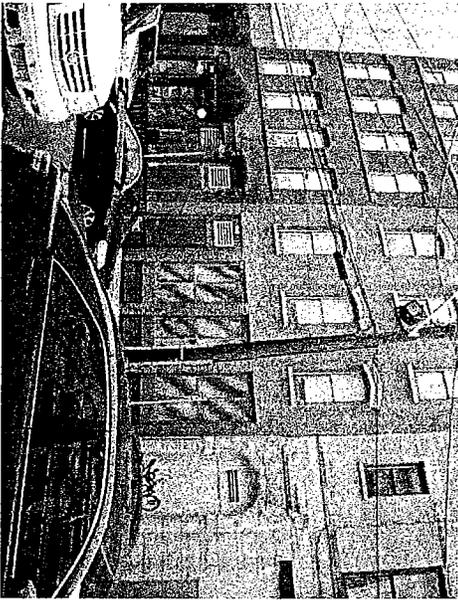
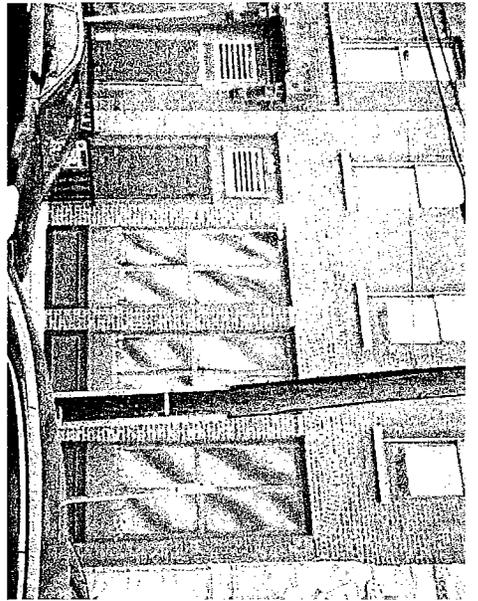
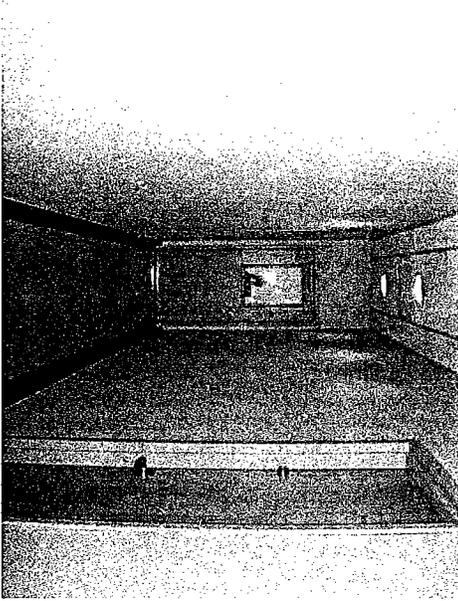
Sandra Sung, Assistant Planner

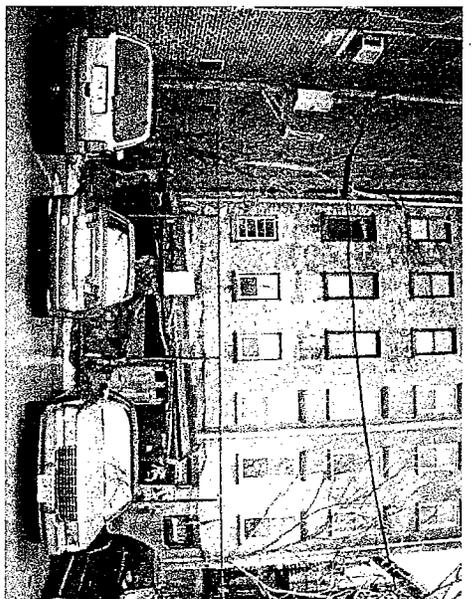
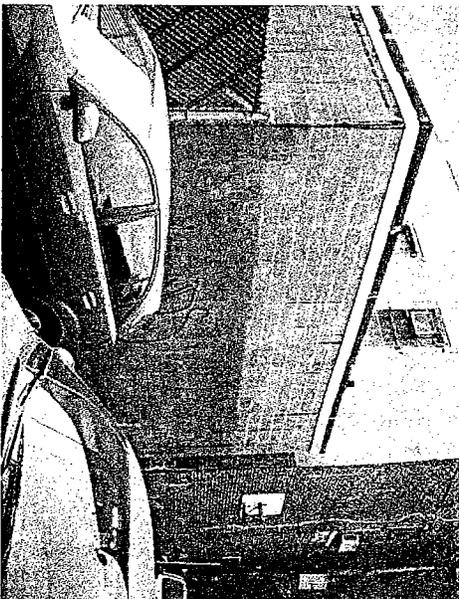
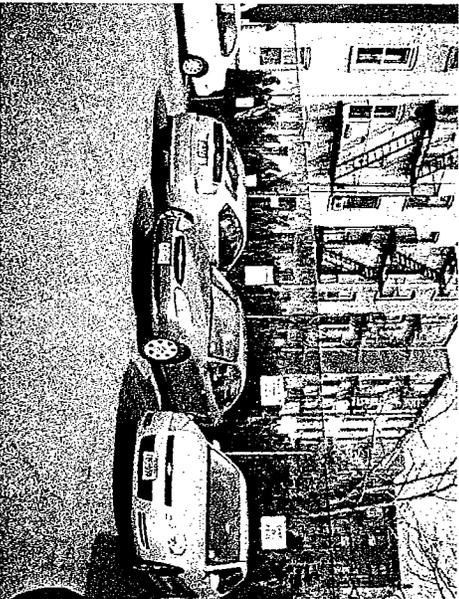
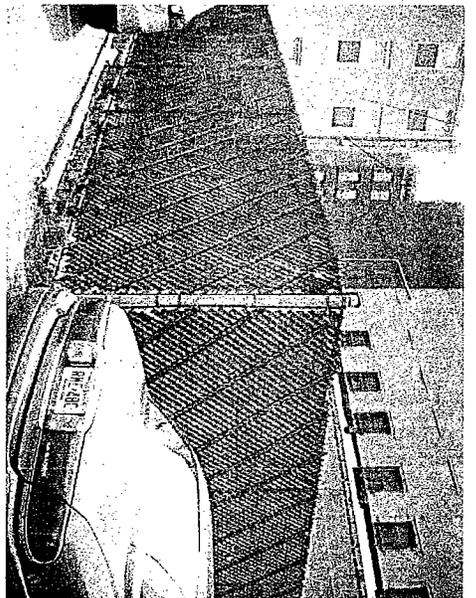
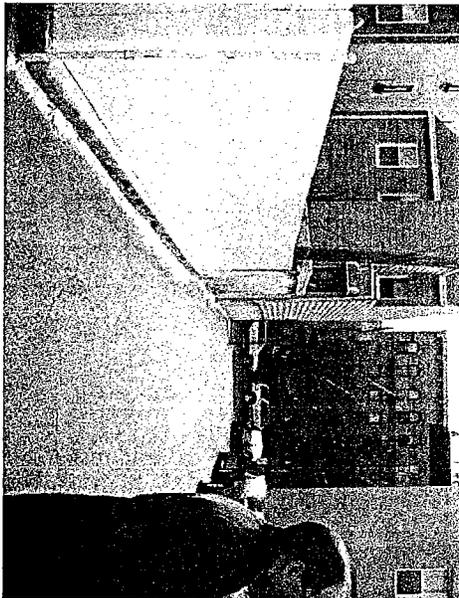
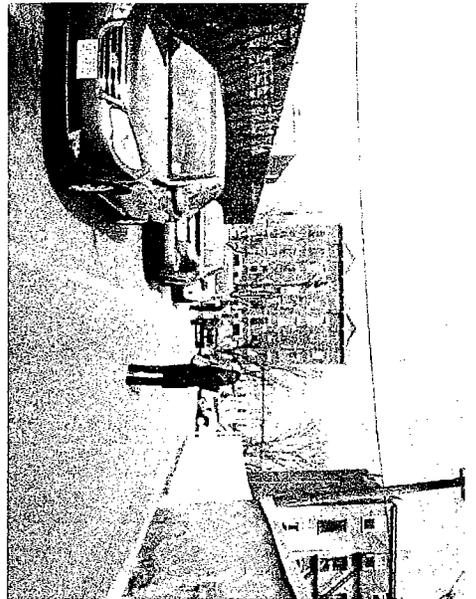
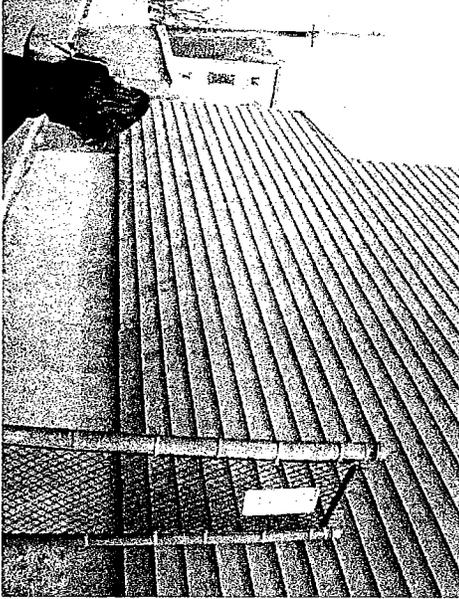


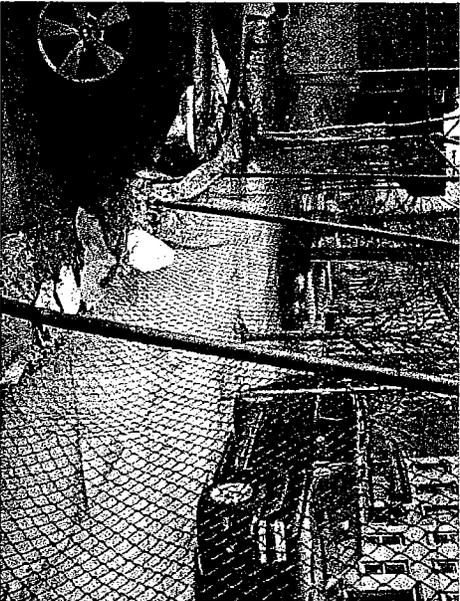
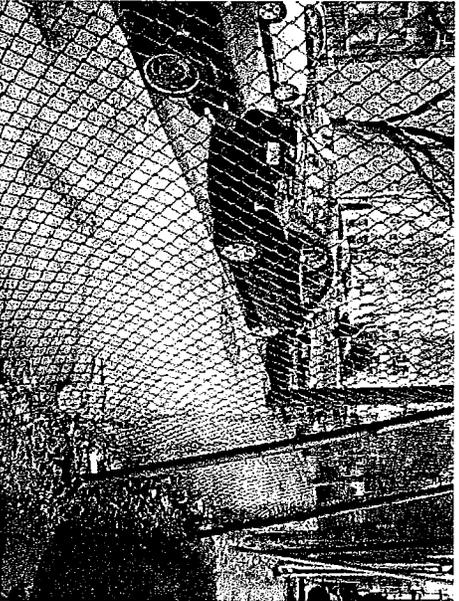
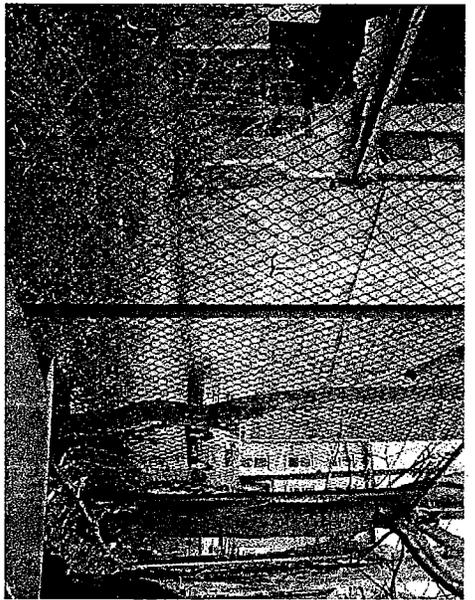
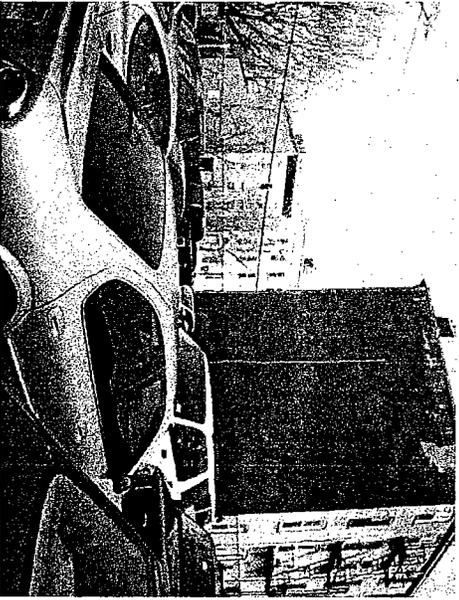
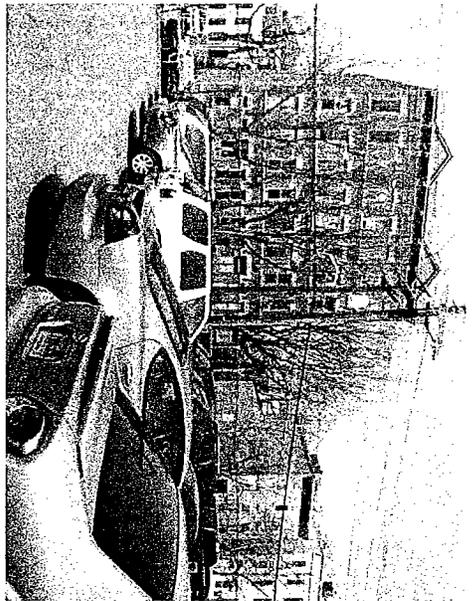
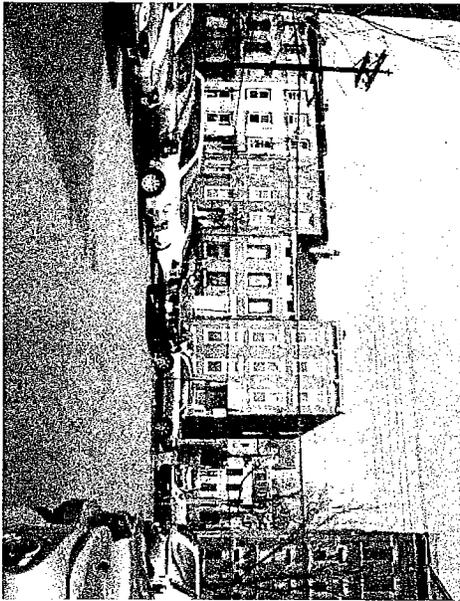
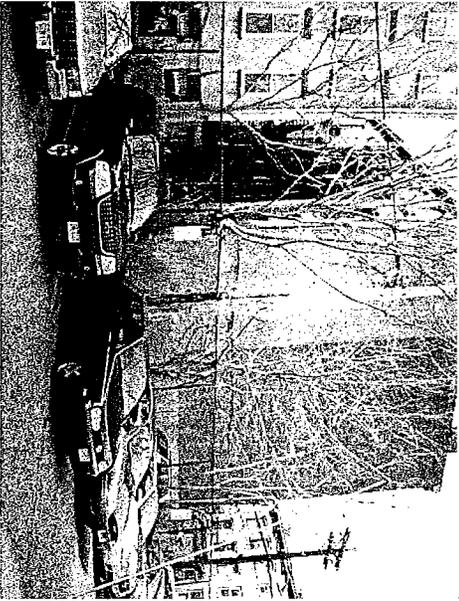


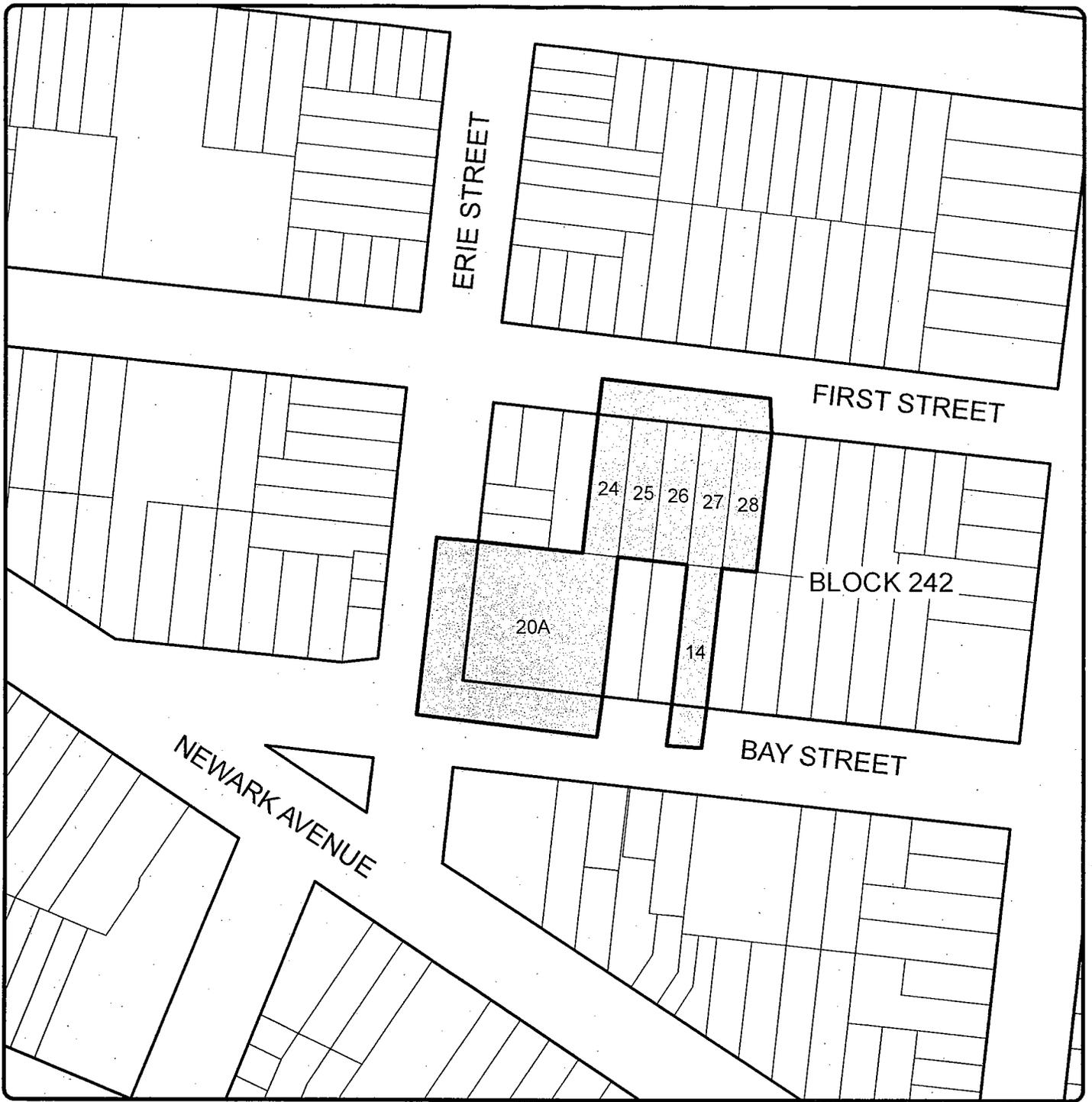








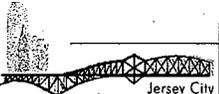


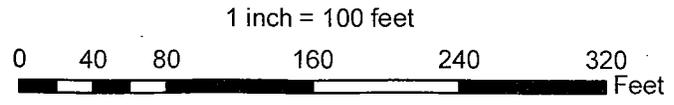


8 ERIE STUDY AREA
BOUNDARY MAP

MARCH 10, 2011




 Jersey City
 City Planning Division
 30 Montgomery Street Suite 1400
 Jersey City, NJ 07302-3821
 Phone: 201.547.5010
 Fax: 201.547.4323



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-262

Agenda No. 10.7.11

Approved: APR 27 2011

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF GENERAL SERVICES ADMINISTRATION CONTRACT (GSA) TO WESTCON GROUP NO AMERICA, INC., FOR FURNISHING AND DELIVERY OF VIDEO TELECONFERENCING EQUIPMENT FOR THE DEPARTMENT OF FIRE/OFFICE OF EMERGENCY MANAGEMENT

WHEREAS, the Office of Emergency Management (OEM) desires to Purchase Video Teleconferencing Equipment to enhance the City of Jersey City's domestic preparedness; and

WHEREAS, Resolution 07-054 approved on January 24, 2007 authorized the City of Jersey City to accept a grant from the State of New Jersey Office of Homeland Security and Preparedness Fiscal Year 2006 Urban Areas Security Initiative Program; and

WHEREAS, N.J.S.A. 52:34-10.6(c) authorizes the City to purchase equipment paid for or reimbursed by federal funds awarded by the U.S. Department of Homeland Security if the contractor either (1) is a holder of a current State contract for the equipment, or (2) is participating in a federal procurement program established by a federal department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

WHEREAS, Westcon Group No America , Inc., is participating in a Federal Procurement Program established by a federal department or agency and is the holder of **General Services Administration Contract (GSA) GS-35F30563U**; and

WHEREAS, **Westcon Group No America, Inc., 520 White Plains Road, Tarrytown, New York 10591** has submitted a proposal to Furnish and deliver Video Teleconferencing Equipment for the sum of **Sixty Eight Thousand Five Hundred Ten Dollars and Twenty Six Cents (\$68,510.26)**; and

WHEREAS, these funds are available for this expenditure in the Account shown below

Acct. No.	P.O. No.	Amount
02-213-40-072-405	102943	\$68,510.26

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 52:34-10.6(c), a contractor is awarded to Westcon Group No America, Inc., the holder of **GSA Contract GS-35F30563U**, in the amount of \$68,510.26 to Furnish and Deliver Video Teleconferencing Equipment to the Office of Emergency Management & Homeland Security Office.
2. Subject to such modifications as deemed necessary or appropriated by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement prepared by the Purchasing Agent.

(continued page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF GENERAL SERVICES ADMINISTRATION CONTRACT (GSA) TO WESTCON GROUP NO AMERICA, INC., FOR FURNISHING AND DELIVERY OF VIDEO TELECONFERENCING EQUIPMENT FOR THE DEPARTMENT OF FIRE/OFFICE OF EMERGENCY MANAGEMENT

- 3. The award of this contract shall be subject to the condition that Westcon Group No America, Inc., provide satisfactory evidence of compliance with the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31, et seq.
- 4. Upon certification by an official or employee of the City authorized to attest the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the account shown below;

Acct. No.	P.O. No.	Amount
02-213-40-072-405	102943	\$68,510.26

APPROVED 4/20/11
Peter Folgado, Purchasing Director, RPPO, QPA

APPROVED _____
Greg Kierce, Coordinator, Office of Emergency Management

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Al Mauer
Business Administrator

Aurelio Vincitore
Assistant Corporation Counsel - Aurelio Vincitore

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/27/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk



CITY OF JERSEY CITY
 1 JOURNAL SQUARE PLAZA
 JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER
102943
THE NUMBER MUST APPEAR ON ALL INVOICES
 CORRESPONDENCE, SHIPPING PAPERS AND
 PACKAGES

PURCHASE ORDER & VOUCHER

CHECK NO. _____
 CHECK DATE _____
 VOUCHER NO. _____
 VENDOR INV.# _____

REQUISITION # **0153947**
 BUYER **RESOGSA**

DATE: **04/19/2011** VENDOR NO: **WE325847**

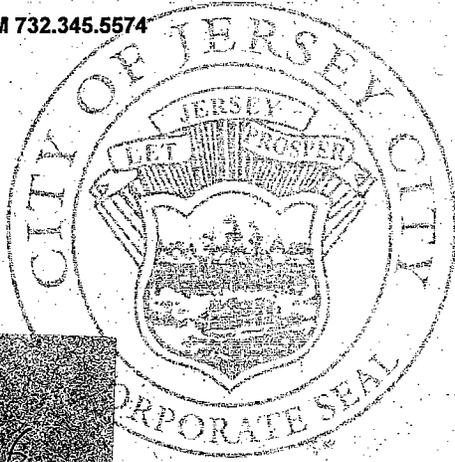
VENDOR INFORMATION

WESTCON GROUP NO AMERICA, INC
520 WHITE PLAINS ROAD
TARRYTOWN NY 10591

DELIVER TO

OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE
JERSEY CITY NJ 07307

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	VTC UASI FUNDED GSA CONTRACT NO. GS-35F30563U BREYNOLDS@WESTCON.COM 732.345.5574	02-213-40-072-405	68,510.2600	68,510.26



Handwritten signature and notes:
 P.R.
 B. Brown
 B. Brown
 4/19/11

TAX EXEMPTION NO. **22-6002013**

PO Total 68,510.26

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

Handwritten date: 4/19/11

Original Copy

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE DELIVER TO ADDRESS



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: WESTCON GROUP NORTH AMERICA, INC.

Trade Name:

Address: 520 WHITE PLAINS ROAD
TARRYTOWN, NY 10591

Certificate Number: 0220472

Effective Date: January 14, 1998

Date of Issuance: April 15, 2011

For Office Use Only:

20110415152547920

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Robert B. Kelley, VP, Operations

Representative's Signature:

R.B. Kelley

Name of Company:

WESTCON GROUP NORTH AMERICA, INC.

Tel. No.: 703-345-5103

Date: April 11, 2011

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Corporation of WESTON GEAR, INC., (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print):

Robert B. Kelley V.P. Operations

Representative's Signature:

R.B. Kelley

Name of Company:

WESTCON GROUP NORTH AMERICA, INC.

Tel. No.:

708 545-5103

Date:

April 1, 2011

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: WESTCOAST GROUP NORTH AMERICA, INC.

SIGNATURE: [Signature] DATE: April 1, 2011

PRINT NAME: Robert Kelly TITLE: V.P. Operations

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: WESTCON GROUP NORTH AMERICA, INC.

Address: 14850 CONFERENCE CENTER DRIVE CHANTILLY VA 20155

Telephone No.: 703 - 345 - 5229

Contact Name: BRENDA REYNOLDS

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman-owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: WESTON GROUP NORTH AMERICA INC

Address: 14856 CONFERENCE CENTER DRIVE CHANTILLY VA 20155

Telephone No.: 703 - 345 - 5229

Contact Name: BRENDA FOLNOLDS

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_finance/pdf/aa302ms.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 13-3911669		2. TYPE OF BUSINESS: <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER			3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 415	
4. COMPANY NAME Westcon Group North America, Inc.						
5. STREET 14850 Conference Center Drive		CITY Chantilly	COUNTY Fairfax	STATE VA	ZIP CODE 20155	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) Westcon Group, Inc.			CITY Tarrytown	STATE NY	ZIP CODE 10591	
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER						
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <input type="text" value="0"/>						
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <input type="text" value="66"/>						
10. PUBLIC AGENCY AWARDDING CONTRACT						
Official Use Only		DATE RECEIVED	INADG. DATE	ASSIGNED CERTIFICATION NUMBER		

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers	19	9	10						9				1	9
Professionals	2	1	1						1					1
Technicians														
Sales Workers	17	10	7	1					9	1		1		5
Office & Clerical	28	12	16	2					10	5	2	1	1	7
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL				3					29	6	2	2	2	22
Total employment from previous report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED: <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)		14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED: From 3/21/2011 To 4/1/2011			

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Tara Berlingo		SIGNATURE 	TITLE Manager, Human Resource	DATE MO DAY YEAR 3 30 2011		
17. ADDRESS NO. & STREET 520 White Plains Road		CITY Tarrytown	COUNTY Westchester	STATE NY	ZIP CODE 10591	PHONE (AREA CODE, NO., EXTENSION) 914 - 829 - 7323

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Hudson

State: Governor, and Legislative Leadership Committees

Legislative District #: 31, 32, & 33

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

County Executive

Surrogate

Registrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Bayonne City

East Newark Borough

Guttenberg Town

Harrison Town

Hoboken City

Jersey City

Kearny Town

North Bergen Township

Secaucus Town

Union City City

Weehawken Township

West New York Town

Boards of Education

(Members of the Board):

East Newark Borough

Guttenberg Town

Hoboken City

Kearny Town

North Bergen Township

Secaucus Town

Weehawken Township

Fire Districts (Board of Fire Commissioners):

(None)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: WESTCON GROUP NORTH AMERICA, INC.

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: WESTCON GROUP, INC.	Name: <i>[Signature]</i>
Home Address: 526 WHITE PLAINS ROAD TARRYTOWN NY 10591	Home Address: U.P. Operations ->
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

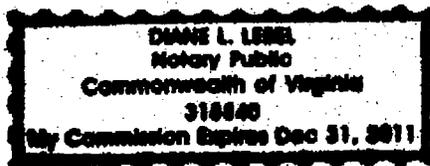
Subscribed and sworn before me this 1st day of April, 2011

(Notary Public) *[Signature]* *[Signature]*
My Commission expires: 12/31/2011

[Signature]
(Affiant)
Robert B Kelly U.P. Operations
(Print name & title of affiant)

(Corporate Seal)

City/County of Fairfax
Commonwealth of Virginia



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-263

Agenda No. 10.Z.12

Approved: APR 27 2011



TITLE: RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH JOHN CURLEY, ESQ. TO REPRESENT THE CITY IN CONDEMNATION MATTERS RELATING TO THE ACQUISITION OF PROPERTIES FOR THE MARION GREENWAY PARK

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City required the services of John Curley, Esq., as special counsel to assist the City in the acquisition of the PJP Landfill located on Route 1 & 9 for the new Marion Greenway Park; and

WHEREAS, such services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq; and

WHEREAS, John Curley, Esq. is an attorney qualified to perform these services; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of \$125.00 per hour, including expenses, for a total amount not to exceed \$150,000; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law); and

WHEREAS, John J. Curley, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Mr. Curley from making any reportable contributions during the term of the contract; and

WHEREAS, John J. Curley, Esq. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, John J. Curley, Esq. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the costs of these services in **Account No 02-213-40-095-314**.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The agreement awarded to John J. Curley, Esq. to represent the City of Jersey City in connection with the acquisition of the PJP Landfill on Route 1 & 9 be amended by an additional \$75,000 for a total amount of \$225,000.

2. This contract shall be subject to the condition that the vendor provides satisfactory

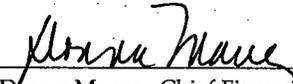
Agenda **RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT**
 TITLE **WITH JOHN CURLEY, ESQ. TO REPRESENT THE CITY IN CONDEMNATION MATTERS RELATING TO THE ACQUISITION OF PROPERTIES FOR THE MARION GREENWAY PARK**

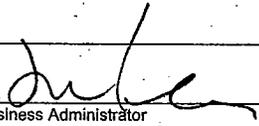
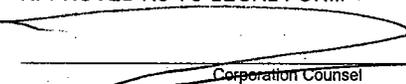
evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in Account No.: 02-213-40-095-314 for payment of this resolution. *PO 103005*


 Donna Mauer, Chief Financial Officer

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 APPROVED:  Business Administrator  Corporation Counsel

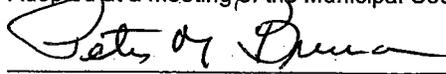
Certification Required
 Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Peter M. Brennan, President of Council


 Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-264

Agenda No. 10.7.13

Approved: APR 27 2011



TITLE: RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH JOHN CURLEY, ESQ. TO REPRESENT THE CITY IN CONDEMNATION MATTERS RELATING TO THE ACQUISITION OF PROPERTIES IN CONNECTION WITH THE RELOCATION OF THE JERSEY CITY DEPARTMENT OF PUBLIC WORKS AND THE JERSEY CITY INCINERATOR AUTHORITY

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Corporation Counsel determined that it was necessary to engage outside counsel to represent and advise the City of Jersey City in the acquisition of property located at 13-15 and 20 East Linden Avenue for the relocation of the Jersey City Department of Public Works and the Jersey City Incinerator Authority; and

WHEREAS, such services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq; and

WHEREAS, John Curley, Esq. is an attorney qualified to perform these services; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of \$175.00 per hour, including expenses, for a total amount not to exceed \$150,000; and

WHEREAS, the contract needs to be amended to increase the amount; and

WHEREAS, the amount of the contract shall be increased by an additional \$75,000; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law); and

WHEREAS, John J. Curley, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Mr. Curley from making any reportable contributions during the term of the contract; and

WHEREAS, John J. Curley, Esq. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, John J. Curley, Esq. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the costs of these services in the Honeywell Relocation Account No.: 04-215-55-889-990; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The agreement with John J. Curley to represent and advise the City of Jersey City in connection with the acquisition of property located at 13-15 and 20 East Linden

City Clerk File No. Res. 11-264

Agenda No. 10.Z.13 APR 27 2011

TITLE: **RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH JOHN CURLEY, ESQ. TO REPRESENT THE CITY IN CONDEMNATION MATTERS RELATING TO THE ACQUISITION OF PROPERTIES IN CONNECTION WITH THE RELOCATION OF THE JERSEY CITY DEPARTMENT OF PUBLIC WORKS AND THE JERSEY CITY INCINERATOR AUTHORITY**

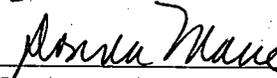
Avenue for the relocation of the Jersey City Department of Public Works and the Jersey City Incinerator Authority be amended to increase the total amount of the contract by an additional \$75,000 for a total amount of \$225,000.

2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

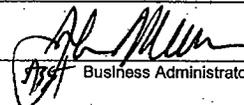
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

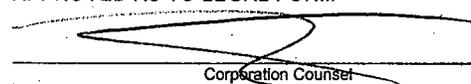
I hereby certify that there are sufficient funds available in Account No.: 04-215-55-889-990: for payment of this resolution. PO 103006


Donna Mauer, Chief Financial Officer

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Corporation Counsel

Certification Required

Not Required

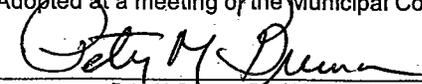
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/27/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Peter M. Brannan, President of Council


Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-265

Agenda No. 10.Z.14

Approved: APR 27 2011

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO SETTLE THE FORECLOSURE MATTER AGAINST THERESA VASQUEZ, DOCKET NO.: F-05535-10 FOR THE PROPERTY AT 290 BERGEN AVENUE AND FOR REINSTATEMENT OF AFFORDABILITY CONTROLS

**COUNCIL
FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, Theresa Vasquez (Vasquez), the owner of the residential property located at Block 1984, Lot 78, and more commonly known by the street address of 290 Bergen Avenue (Property), participated in the City of Jersey City's First Time Homebuyer Mortgage Program; and

WHEREAS, Vasquez received from the City a \$59,000.00 loan on August 9, 1991 for the purpose of financing the purchase of a two family residential unit and the loan self-amortizes provided that the homeowner resides in the Property and the Property remains affordable to low and moderate income households during the restricted period of ten (10) years; and

WHEREAS, the City's loan was recorded as a second mortgage on the Property behind the first purchase money mortgage held by United Jersey Bank (United); and

WHEREAS, Vasquez defaulted on the City's loan by vacating the Property; leasing both units at market or similar value to non-qualified persons, and refinancing United's mortgage for a loan without the approval from the City; and

WHEREAS, Vasquez defaulted on a subsequent \$300,000 mortgage refinanced by Wells Fargo Bank, N.A., as Trustee for Carrington Mortgage Loan Trust, Series 2007-RFCI, Asset-Backed Pass Through Certificates (Wells Fargo), and on September 8, 2010 Wells Fargo filed a foreclosure action against defendants Theresa P. Vasquez, Mr. Vasquez, and the City of Jersey City; and

WHEREAS, the foreclosure complaint named the City as a defendant by virtue of the City's second mortgage dated August 9, 1991 with Vasquez; and

WHEREAS, the parties have amicably agreed upon terms and conditions that would reinstate the affordability controls on the Property, and make both parties whole on their respective mortgages; and

WHEREAS, the Property will be sold to a qualified low or moderate income purchaser certified by the City's Division of Community Development; and

WHEREAS, the terms and conditions of this agreement are set forth in a Consent Order attached hereto as Exhibit "A", which shall be recorded in the Hudson County Register's Office; and

WHEREAS, the qualified purchaser of the Property will be required to execute a repayment mortgage with the City and must occupy the premises during the entire term of ownership; and

WHEREAS, the City shall execute the appended Consent Order upon the approval of this Resolution.

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO SETTLE THE FORECLOSURE MATTER AGAINST THERESA VASQUEZ, DOCKET NO.: F-05535-10 FOR THE PROPERTY AT 290 BERGEN AVENUE AND FOR REINSTATEMENT OF AFFORDABILITY CONTROLS

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Corporation Counsel be authorized to settle this lawsuit pursuant to the terms and conditions set forth with specificity in the appended proposed Consent Order.
2. To the extent that the City may in the future receive payment in connection with the payoff of all or a portion of its second repayment mortgage of \$59,000, as now reinstated, said funds shall be deposited into the City's "95/5 Affordable Housing Account."

NLK/
04/18/11

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

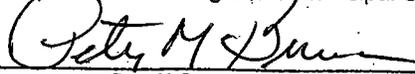
APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/27/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	/			GAUGHAN	/			VELAZQUEZ	/		
DONNELLY	/			FULOP	/			FLOOD	/		
LOPEZ	/			RICHARDSON	/			BRENNAN, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

City of
JERSEY CITY
Law Department
280 Grove Street
Jersey City, NJ 07302

Fax (201) 547-5230
(201) 547-5229

April 19, 2011

President and Members of the Municipal Council
City Hall-280 Grove Street
Jersey City, NJ 07302

Re: Wells Fargo Bank v. Theresa P. Vasquez, et. als.
Docket No: F-05535-10

Dear President and Members of the Municipal Council:

The purpose of this letter is to explain the reasons for a proposed settlement with an attorney representing Wells Fargo Bank, N.A., as Trustee for Carrington Mortgage Loan Trust, Series 2007-RFCI, Asset-Backed Pass Through Certificates (Wells Fargo), which assumed a \$300,000 mortgage to a recipient of an Affordable Housing grant from the City of Jersey City (City). The recipient, Theresa P. Vasquez violated the terms of the grant. On May 20, 1991, Theresa P. Vasquez (Vasquez) became the owner of a two family residential unit located at Block 1984, Tax Lot 78, more commonly known by the street address of 290 Bergen Avenue (Property). The Property was subject to affordable housing restrictions set forth in the City's recorded Affordable Housing Agreement dated August 9, 1991. On August 9, 1991 Vasquez executed a purchase money mortgage with United Jersey Bank in the amount of \$69,250, recorded on September 20, 1991 at the Hudson County Register in Mortgage Book 4782 at page 193. On August 9, 1991, Vasquez also executed a second repayment mortgage and note with the City, in the amount of \$59,000.00 for the

purpose of financing the purchase of the two family residential unit. The loan self-amortized provided that the homeowner reside in the property and that the property remain affordable to low and moderate income households during the restricted period of ten (10) years. The City's mortgage was recorded on August 12, 1991 in the Register's Office of Hudson County in Mortgage Book 4782 at page 2020. In March 1993 the Second Repayment Mortgage was assigned by the City to the Jersey City Development Corporation to administer and was recorded at the Hudson County Register in Assignment Book 1595 at page 087. The Jersey City Development Corporation mistakenly discharged the Second Repayment Mortgage prematurely on June 22, 2001. The discharge was recorded on June 27, 2001 at the Hudson County Register at Satisfactions Book 0611 at page 067. This Defendant's Affordable Housing Agreement prohibits any lien on the Property other than the first purchase money mortgage or second mortgages and liens approved by the City. In violation of her Agreement with the City Vasquez refinanced the Property three (3) times during an approximately 15 year period, and on or about January 15, 2010, Wells Fargo assumed the final purchase money mortgage by way of assignment from HomeAmerica Credit, Inc., d/b/a Upland Mortgage (HomeAmerica), and initiated a foreclosure action against defendants, Vasquez, Mr. Vasquez and the City of Jersey City, under Docket No.: F-05535-10. On October 1, 2008 Vasquez defaulted on the HomeAmerica Mortgage that was subsequently assumed by Wells Fargo. The foreclosure complaint named the City as a defendant by virtue of the City's Second Repayment Mortgage interest dated August 9, 1991 with Vasquez. Wells Fargo and the City have entered into a Consent Order that will allow Wells Fargo to proceed on the foreclosure, to permit the City to reinstate its \$59,000 Second Repayment Mortgage, guarantee that the Property remain in the City's affordable housing stock, and to the extent that the City may in the future receive payment in connection with the payoff of all or a portion of its reinstated Second Repayment Mortgage of

\$59,000, said funds shall be deposited into the City's 95/5 Affordable Housing Account to provide future affordable housing for Jersey City residents.

Very truly yours,
WILLIAM C. MATSIKLOUDIS
CORPORATION COUNSEL


NORA L. KALLEN
ASSISTANT CORPORATION COUNSEL

/NLK

cc: William C. Matsikoudis, Corporation Counsel
John Kelly, Business Administrator
Joanne Monahan, First Assistant Corporation Counsel
Robert Byrne, City Clerk
Darice Toon, Director, Community Development

NCE-591

PHELAN HALLINAN & SCHMIEG, PC

By: Kathryn M. Gilbertson Shabel, Esquire

400 Fellowship Road, Suite 100

Mount Laurel, NJ 08054

(856) 813-5500

Attorneys For Plaintiff

WELLS FARGO BANK, N.A., AS TRUSTEE FOR
CARRINGTON MORTGAGE LOAN TRUST,
SERIES 2007-RFC1, ASSET-BACKED PASS
THROUGH CERTIFICATES
PLAINTIFF,

vs.

THERESA P. VASQUEZ, ET AL.

DEFENDANT(S)

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
HUDSON COUNTY

DOCKET NO: F-05535-10

CIVIL ACTION

CONSENT ORDER

This matter being opened to the Court by Plaintiff, Wells Fargo Bank, N.A., as Trustee for Carrington Mortgage Loan Trust, Series 2007-RFC1, Asset-Backed Pass Through Certificates, by and through its counsel, Phelan Hallinan & Schmieg, PC, Kathryn M. Gilbertson Shabel, Esquire appearing and Tompkins, McGuire, Wachenfeld & Barry LLP, William C. Sandelands appearing as co-counsel for Plaintiff, and with the agreement and consent of the City of Jersey City, Defendant, by and through William C. Matsikoudis, Corporation Counsel, Nora Kallen, Assistant Corporation Counsel, appearing, and the parties having acknowledged that the parties do hereby agree, and the Court for good cause showing, does hereby ORDER as follows:

ON THIS day of , 2011 it is hereby:

ORDERED that the affordability controls of the Defendant, City of Jersey City, as set forth in the deed dated August 9, 1991 and recorded August 12, 1991 in the Office of the Register of Hudson County in Book 4422 and page 297 and the terms, covenants and restrictions set forth in the Affordable Housing Agreement recorded in the Office of the Register of Hudson County on May 16, 1991 in Book 4398 and page 128 shall remain of record, in effect and valid in all respects despite the entry and enforcement of any judgment of foreclosure in this matter; and it is further

ORDERED that the Plaintiff, its successors and assigns/purchasers, shall be and are hereby subject to the aforementioned affordability controls of the Defendant, City of Jersey City, as set forth in the deed dated August 9, 1991 and recorded August 12, 1991 in the Office of the Register of Hudson County in Book 4422 and page 297 and the terms, covenants, and restrictions set forth in the Affordable Housing Agreement recorded in the Office of the Register of Hudson County on May 16, 1991 in Book 4398 and page 128; and it is further

ORDERED that the property shall be sold at Sheriff's sale, provided, however that at the Sheriff's sale, the Sheriff will announce that this sale is subject to the Affordable Housing Restrictions and shall not be sold for more than the then maximum resale selling price, plus Sheriff's cost and commissions to a qualified low or moderate income purchaser certified by the City of Jersey City Department of Housing, Economic Development and Commerce, Division of Community Development or, in the alternative, another office deemed appropriate by the City of Jersey City, said purchaser must occupy the premises during the entire term of ownership; and it is further

ORDERED that if Plaintiff is the successful bidder at Sheriff sale, Plaintiff shall sell the property within the parameters of the Affordable Housing restrictions and only to a qualified low or moderate income purchaser certified by the City of Jersey City's Department of Housing, Economic Development and Commerce, Division of Community Development, or in the alternative, another office deemed appropriate by the City of Jersey City, said purchaser must occupy the premises during the entire term of said purchaser's ownership; additionally said purchaser must obtain approval from Defendant City of Jersey City's Department of Housing, Economic Development and Commerce, Division of Community Development, or in the alternative, another office deemed appropriate by the City of Jersey City of the initial financing and any and all refinancing; and it is further

ORDERED that the present maximum resale price of the property is \$195,551.00, said figure is subject to change; and it is further

ORDERED that any purchaser of the Affordable Housing Unit that forms the basis of the

foreclosure action, to wit: 290 Bergen Avenue, City of Jersey City, County of Hudson and State of New Jersey and identified on the Tax Map of the City of Jersey City as Block 1984 and Lot 78, shall be subject to and not released from the aforementioned affordability controls of the Defendant, City of Jersey City, as set forth in the Deed dated August 9, 1991 and recorded August 12, 1991 in the Office of the Register of Hudson County in Book 4422 and page 297 and the terms, covenants and restrictions set forth in the Affordable Housing Agreement recorded May 16, 1991 in Book 4398 and page 128; in addition, City of Jersey City does not dispute Plaintiff's lien position which is subject to the Affordable Housing Agreement noted above; and it is further

ORDERED that no monies will be exchanged between Plaintiff and Defendant; and it is further

ORDERED that the qualified purchaser of said unit, whether at Sheriff sale or at any other sale thereafter shall be required, under the Affordable Housing Restrictions set forth above, to execute a Repayment Mortgage; and it is further

ORDERED the Affordable Housing Restrictions shall be set forth with specificity in the Sheriff's Deed; and it is further

ORDERED that the City of Jersey City acknowledges it will not exercise any right of first refusal it may have; and it is further

ORDERED that the City of Jersey City shall continue its lis pendens on the Property until an initial sale, financing and all aspects of closing are complete and approved by the City of Jersey City's Department of Housing, Economic Development and Commerce, Division of Community Development, or in the alternative, another office deemed appropriate by the City of Jersey City; and it is further

ORDERED a copy of this Consent Order shall be recorded in the Office of the Register of Hudson County and this order shall be the Clerk's authority to do so within ten days of receipt of executed order by Plaintiff; and it is further

ORDERED that barring the filing of any other pleading contesting the subject of the foreclosure complaint, this matter shall be transferred to the Office of the Foreclosure; as uncontested where Plaintiff

shall continue and complete the foreclosure; and it is further

ORDERED that a copy of this Order shall be served upon all parties that have appeared in the action within _____ days of the date hereof.

Honorable Thomas P. Olivieri, P.J.Ch

I agree with the above Form of Order

William C. Matsikoudis
Corporation Counsel

Attorneys for Defendant City of Jersey City
By: Nora L. Kallen
Assistant Corporation Counsel

Attorney for Plaintiff
Kathryn M. Gilbertson Shabel, Esquire

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-266

Agenda No. 10.7.15

Approved: APR 27 2011

TITLE:



RESOLUTION AUTHORIZING A CLOSED CAUCUS OF THE MUNICIPAL COUNCIL TO DISCUSS MATTERS WITHIN THE ATTORNEY-CLIENT PRIVILEGE

COUNCIL AS A WHOLE, offered and moved adoption of the following resolution:

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:5-1 et seq. (Act), authorizes a governmental body to hold closed sessions to discuss matters within the attorney-client privilege; and

WHEREAS, the Act requires that a closed session be authorized by Resolution, which shall indicate when the minutes of the closed session shall be released to the public; and

WHEREAS, the Municipal Council wishes to discuss matters within the attorney-client privilege. Resolution authorizing a settlement of the matter entitled Jennifer Bloom vs. Jersey City Municipal Utilities Authority, the City of Jersey City, et al Civil Action No. 06-3526(WJM) and Sixth Street Embankment; and

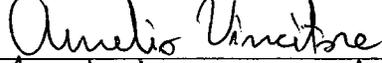
NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A closed caucus of the Council will be held on Monday, May 9, 2011 at 5:00 P.M. to discuss matters within the attorney-client privilege.
2. That the minutes of this closed caucus be released to the public when the Corporation Counsel deems that the legal interests of the City of Jersey City will not be affected by such release.

APPROVED: _____

APPROVED:  Business Administrator

APPROVED AS TO LEGAL FORM


Assistant Corporation Counsel - Aurelio Vincitore

Certification Required

Not Required

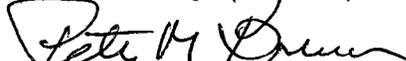
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-267

Agenda No. 10.Z.16

Approved: APR 27 2011

TITLE:



RESOLUTION APPOINTING PATRICIA A. LYNCH AS AIDE TO COUNCILWOMAN NIDIA R. LOPEZ

COUNCIL AS A WHOLE, offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. 40:69A-60.1 empowers the Jersey City Municipal Council to appoint aides; and

WHEREAS, Councilwoman Nidia R. Lopez, requests the Municipal Council to appoint **Patricia A. Lynch**, of 13 E. 28th Street, Bayonne, New Jersey as her Aide.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City hereby consents to the appointment of **Patricia A. Lynch**, as **Aide to Councilwoman Nadia R. Lopez** at the salary pursuant to law.

APPROVED: _____

APPROVED: _____

[Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Assistant Corporation Counsel - *Aurelio Vincitore*

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk